

regulationsOther forms

If you live in an apartment building, you are in a living community with its own rules. Your rights and obligations can be found in the law, in the rules of subdivision and in these by-laws adopted by the General Assembly. The latter contains the rules drawn up by the owners together and can also be amended.

Service costs

The owner of an apartment building periodically pays the service charges per month to the association of owners. Part of the contribution goes towards things like building insurance and the cleaning of common areas. A part of the contribution is also reserved for incidental matters, such as maintenance of the brickwork and interior and exterior painting, renewal of the roof. This maintenance has to be paid by the board from the reserved pot. In addition, costs are passed on by the garage's CoE to those who have a garage space. If it turns out at the end of a year that there is money left over, the board can add the remainder to a reserve for future years. If there is a deficit, it can still be charged to the owners.

Collective insurance

With a flat right, the owner is entitled to the exclusive use of a certain part of a building and also has a co-ownership right in the entire building; this has implications for insurance. This is because the owner has an interest in ensuring that not only the parts of the building that he has private use are insured for their full value, but also the entire building.

If this is not done, there is no certainty for owners that the building will be restored to its original condition after damage occurs. The subdivision regulations therefore include arrangements for collective insurance. Since insuring an individual flat right can sometimes lead to complications, collective insurance is always preferable. According to the regulations, collective insurance must be taken out by the board.

Financial overview

In the regulations, you can read which costs are common to the owners and which are not. It also states what part you have to contribute to. An example: the maintenance of the roof is the joint responsibility of the owners; the repair was €5,000. According to the regulations, the 38 owners must each contribute 1/38 part, i.e. €500 per owner. And so it goes with all other costs to be borne jointly. Of the income and expenditure in a given year, the board prepares an operating statement.

In addition, the board must also draw up a budget of costs for the coming year. Ultimately, the owners have to approve these annual financial statements in a meeting.

Own land

In official documents, an apartment building is called "the part of the building intended to be used as a separate entity". That's a mouthful, which is why we prefer to speak of private area, flat or flat. That is your private area. No one else, including the association, has anything to say about that. Except, of course, the right the association has to eventually evict a resident/owner who violates the regulations from his flat through the courts.

Rules nevertheless

You are part of a living community and that creates obligations. What it comes down to is that you refrain from doing that which may inconvenience another resident.

The deed of subdivision pretty much states what you may do with your private part. You may paint, wallpaper, upholster and even make alterations, as long as you keep an eye on the solidity of the building. For extensive changes, you should especially consult with the board to jointly assess the most responsible approach to your renovation plans.

Internal regulations

Owners' Association Cassandraplein 5 Eindhoven

Terms

In these Household Regulations, the following definitions apply:

- rules of subdivision: as included in the deed of delivery of the flat right
- owner: the person entitled to a flat right, including the person who has a limited right of enjoyment in rem on a flat right
- common parts: those parts of the building, as well as the grounds belonging thereto, which according to the deed of subdivision are not intended or will not be intended to be used as a separate whole (private part), such as storage corridors, galleries, stairwells, parking garage, etc.
- common goods: all goods that are or will be intended for use by all owners or a certain group of owners, insofar as not covered by the previous paragraph private section: the part or parts of the building and the grounds belonging thereto that according to the deed of subdivision are or are intended to be used as a separate whole
- user: the one who, other than as owner or having a right of enjoyment in rem on a flat right, has the right of exclusive use of a private part and has the co-use of common parts and/or common property
- association: the association of owners as referred to in Article 5:112 paragraph 1 under e of the Civil Code
- meeting: the meeting of owners as referred to in Article 5:112 paragraph 2 under d of the Civil Code, also referred to as the ALV
- manager: the external manager provides the administrative, financial and technical management and is the legal manager (formerly 'administrator')
- board: from among the owners elected - to be appointed by the ALV - board members these may divide among themselves the functions of chairman, vice-chairman, secretary and general board members.

These Bye-Laws contain additions and further elaborations and/or clarifications of the deed of subdivision (also referred to as AvS) for the residents/owners of the apartment complex CASSANDRAPLEIN 5 at EINDHOVEN (in official documents VvE Cassandraplein/Muzenlaan KvK 50715313).

These internal regulations assume a priori that the occupants/owners will adhere comply with the generally accepted social standards of order and cleanliness and with the provisions in the AvS of VVE CASSANDRAPLEIN MUZENLAAN.

Contents

Article 1 - The board

Article 2 - Commitments

Article 3 - Appearance of the building

- Satellite dishes
- Air conditioning
- Awnings

Article 4 - Common parts

Article 5 - Cleaning of common parts

Article 6 - Pets

Article 7 - Noise pollution / Hard floor covering

Article 8 - Fire prevention

Article 9 - Security

Article 10 - Roof

Article 11 - Payment arrears

Article 12 - Provision of information

Article 13 - Unforeseen circumstances

Article 14 - Final provision

Article 1 - The Board

1. If several directors have been appointed, these directors may jointly decide to expand the board, subject to a notification obligation to the owners.
2. If several managing directors have been appointed, the representation of the association towards third parties by each of the directors may only take place with the consent of the other directors.
3. With regard to specific subjects of social importance, the meeting of owners or the board may be assisted by individual members or by committees or working groups composed of members, which shall prepare, study and advise on these subjects. These committees or working groups must report on their activities to the body that requested their advice or set them up.
4. In the event of disputes arising between residents, the board will encourage consultation between those directly involved in order to resolve the dispute and, to the extent that this proves necessary, call in independent arbitrators; this in order to avoid direct involvement.

Article 2 - Commitments

1. Maintenance work, which exceeds an amount of 40% (twenty per cent) of the total amount of the last liquidity account established by the General Members' Meeting, insofar as it relates to the common parts and common property, shall require prior authorisation from the General Members' Meeting*.
2. Only to take urgent measures, which may arise from normal management and where the expected damage in the event of failure to take immediate measures exceeds the costs to be incurred at that time, the Board shall be authorised to enter into commitments in respect of these urgent measures up to a maximum amount of €50,000.00 (fifty thousand euros) per event.

3. Commitments to a higher amount, as mentioned in article 2.1 per year, are subject to the authorisation of authorised person, the Executive Board and the ALV.
4. For entering into commitments to incur expenses in the case of unplanned and budgeted maintenance works, the executive board or authorised person is authorised up to €5,000.00 (five thousand euros) per year.
5. The financially authorised person is independently authorised to incur operational expenses up to an amount of €5,000.
6. For entering into commitments to incur expenditure on planned and budgeted maintenance works, which have been approved by the ALV, the authorised representative or the Board shall be authorised.

ADDITION ARTICLE 2 STANDING ORDERS 2024

As there is no indication in the division deed and at article 2 regarding decision-making within the BoE, we have to fall back on the Model BoE Regulations, in our case the 2006 regulations. The later version, from 2017, is not applicable given the incorporation of the VvE in 2010.

On decision-making, the 2006 Model Regulations state, among other things, the following:

Article 45

All those entitled to vote present at the meeting are obliged to sign an attendance list. This attendance list determines the quorum. The proxy shall sign the attendance list on behalf of the principal.

Article 46

1. Unless a notarial record is made of the proceedings at the meeting, private minutes shall be kept of the proceedings at the meeting, which must be signed by the Chairman and the Board and which shall be adopted at the same or the next meeting. 2. The Board shall send the minutes or the draft minutes by post, fax or e-mail to each owner within two weeks of the meeting. 3. Each owner shall be entitled to inspect the minutes.

Article 47

1. Owners are entitled to vote. In the case of a leasehold, usufruct or right of use and/or occupation, the voting right shall vest in the limited owner unless otherwise provided for when the right was created. In the case of the right of superficies, the voting right shall remain with the owner, unless provided otherwise when the right is established.
2. The total number of votes and the number of votes each of the owners can cast shall be determined in the deed.

3. In addition to what are named in the subdivision deed as fractions, for the distribution of the number of votes and of the costs of the CoE, a proportional distribution shall be maintained; therefore 1/38^e instead of the 141/6198^e and 171/6198^e fractions mentioned in the subdivision deed, in connection with the fact that the latter distribution relates purely to the ownership of a parking space in the parking garage, which does not have a long lease, which falls under its own CoE, with its own service costs.

Article 49

Each owner shall be authorised, either in person or by a written proxy who may or may not be a member of the association, to attend the meeting, speak at it and exercise the right to vote, in respect of the latter subject to the provisions of Article 47 third paragraph and Article 48 first paragraph. A director cannot act as a proxy. Each owner and proxy is authorised to be accompanied by a lawyer or an accountant who may speak at the meeting.

Article 50

1. All resolutions for which no different rules are prescribed in these regulations or by law shall be passed by an absolute majority of the votes cast. An absolute majority of the votes shall mean

more than half of the votes cast at the meeting; blank votes, invalid votes and (declarations of) abstentions shall not be counted among the votes cast.

2. In the event of a tied vote on matters, the proposal shall be deemed rejected. If in a vote on persons none of them obtains an absolute majority of the votes cast, a second vote shall be taken between the two persons obtaining the most votes. If more than two persons have obtained the most votes, lots shall be drawn to determine which two of them qualify for a further vote. If the largest number of votes was obtained by only one person, a second vote shall be taken between that person and a person who obtained the number of votes closest to the largest number of votes, and if more than one person is in the latter case, it shall be decided by lot which of them qualifies for a second vote. In this second ballot, the person who obtains the most votes shall be elected, while in the event of a tie in this second ballot, lots shall be drawn.

3. A resolution of the meeting shall be equivalent to a proposal to which all owners have given their consent in writing, including fax and e-mail.

Article 51

Resolutions shall be voidable in accordance with the relevant provisions of Articles 2:15 and 5:130 of the Civil Code. The authority to request the annulment of a decision shall expire after one month, which period shall commence on the day following the day on which the interested party has taken cognisance of the decision or could have taken cognisance thereof. The foregoing shall not apply to a resolution to amend the deed as referred to in Article 60.

Article 52

1. The meeting shall decide on the management of the common parts and the common property, insofar as the decision in this respect does not belong to the Board. The meeting shall determine the amount referred to in the fifth paragraph in accordance with the manner of decision-making referred to there.

2. The decision on the maintenance of the common parts and the common objects shall rest with the Board, without prejudice to the provisions of Article 56, second paragraph. The Board may not commission maintenance work that does not appear in the adopted budget, unless it has been authorised to do so in advance by the meeting.

3. The meeting shall decide on the colour of the exterior paintwork as well as on the colour of that part of the interior paintwork which must be done to the common parts and common objects and on that side of the private front door facing the common part.

4. Every owner and user is obliged to cooperate in the execution of the decisions of the meeting, insofar as this can reasonably be required of him. If he suffers damage as a result, it shall be compensated to him by the association.

5. Resolutions by the meeting to: a. incur expenditure outside the maintenance referred to in Article 9, first paragraph under a and b; b. incur expenditure from the reserve fund; c. enter into obligations with a financial interest that exceed a total amount to be determined by the meeting; can only be taken with a **majority of at least two-thirds of the number of votes** cast at a meeting at which a number of owners are present or represented that can cast at least two-thirds of the total number of votes. The last sentence of Article 50, first paragraph shall apply mutatis mutandis. At a meeting at which less than two-thirds of the aforementioned maximum number of votes can be cast, no valid resolution can be passed.

6. In the case referred to in the last sentence of the previous paragraph, a new meeting shall be convened, to be held no earlier than two and no later than six weeks after the first one. The notice of this meeting shall state that the forthcoming meeting is a second meeting as referred to in this article. At this meeting, a resolution on the pending items may be passed by a two-thirds majority regardless of the number of votes that may be cast at the meeting.

7. If the meeting decides to incur an expense in accordance with the provisions of paragraphs 5 or 6, it shall also determine the additional (advance) contribution that may be claimed from the owners by the Board for that purpose. Such resolutions may not be implemented until the funds required for implementation have been reserved in the association's treasury.

8. The provisions of paragraphs 5 and 6 also apply to decisions to renovate or to decide to install new installations or to demolish existing installations insofar as these are not to be considered as a result of maintenance.

9. These decisions shall also determine which owners shall contribute to the costs and in what proportion. This ratio may deviate from the provisions of Article 8, second paragraph. A deviating division of costs should be included in the internal regulations.

Article 3 - Appearance of the building

1. The owner/occupier is obliged to allow the installation of scaffolding etc. for cleaning and/or maintenance of the facades, window frames and windows.
2. Laundry may only be hung to dry on one's own balcony, within the parapet or balcony fence. Flower or plant containers or any other objects hanging on the outside of the balconies are not allowed, also for safety reasons.
3. The placing of radio, television and/or dish antennas or other equivalent installations on or near communal parts of the building is not allowed.
4. It is not allowed to place air-conditioning equipment on the outside of the building or on the roof without permission from the General Members' Meeting.
5. If the owner/occupier wishes to install external blinds, this may only be done with a construction and design in accordance with the decision of the General Meeting.
Any permission will be subject to regulations regarding colour, pattern, shape, size, maintenance and method of installation.
 - Brand Roma Zipscreen Quadro 90 with Somfy motor (or equivalent in consultation)
 - Colour: Cabinet Ral 7016 anthracite structure Pattern: Cloth SC3030 Charcoal 5%
 - Width: maximum on frame width or balcony width. 2400x2100 / 3250x1900
 - 230V connection; Remote control Situo 1 or 5 IO
 - Maintenance: according to supplier's instructions
 - Location and method of fixing: should be done in consultation with the board.
6. The front doors, windows, window frames and balcony balustrade of the flats should be uniform in execution, colour and fittings. This may be deviated from on an occasional basis. This requires the approval of the General Meeting of Shareholders, which may impose conditions on the execution.

Article 4 - Common parts

In the common parts it is not allowed:

1. Smoking; the ALV may grant dispensation for specific places.
2. Using facilities such as communal electricity and/or water connections for private purposes, other than what is reasonably considered normal use. For example, the use of a freezer or cabinet in the private storage room is not allowed.
3. Place bicycles with or without auxiliary motor, prams, toys, means of transport, packaging, etc. other than in the space designated for them (private storage).
4. Placing plants and/or furniture, hanging paintings or other types of (wall) decoration, affixing them or having them affixed, other than after prior permission has been obtained from the residents living directly adjacent to the communal area in question; all this under the strict condition that these items may not form an obstacle in the event that the building needs to be evacuated quickly and that the external appearance of the building is not damaged.
5. When a flat is sold, the original owner must remove the decorations mentioned in Article 4 that belong to his/her flat. He/she shall restore the common area to its original state. Nail holes and other damage must be professionally repaired to the satisfaction of the Board.
6. Put unwanted printed matter on the mailboxes, leave it there or deposit it elsewhere in the communal areas. Cleaning up!

Article 5 - Cleaning communal areas

1. The regular cleaning of the entrance and gallery, doors and windows, etc. of the common parts shall be contracted out to a recognised cleaning company.
The contract to be concluded shall be based on a proper schedule of requirements and a detailed job description. The progress of the work and the quality of service will be periodically monitored by or on behalf of the board.

Owners/occupiers and users shall do or refrain from doing everything reasonably possible to ensure that the work of the cleaner(s) is as good as possible.

2. The owner/occupier is obliged to clean the common parts if they have been contaminated by his actions.

Article 6 - Pets

1. Pets must be kept on a leash in the common areas at all times.

Any nuisance caused by their noise and/or behaviour may be reported to the management if no solution can be found between the parties (see also Article 1(4)).

2. If pets are kept, the owner of the animal(s) should ensure that the other occupants are not disturbed in any way.

Article 7 - Noise nuisance / Hard floor covering

1. The owner/occupier is obliged to limit the sound volume of music, radio and television, playback equipment and the like in such a way that other occupants are not unreasonably disturbed by it. In case of long-term noise nuisance due to receptions, parties and the like, the owner/occupier shall warn the neighbours well in advance.

2. Floor coverings that cause nuisance in the form of such as parquet, laminate, vinyl, marmoleum, tiles and other stone floor coverings may be used only if they meet the requirements referred to in paragraph 3.

3. Floor coverings which, in combination with an insulating underlay, increase the contact contact sound insulation by 10 dB or more are permitted.

4. The assessment of the improvement shall be based on Dutch standards, in particular NEN-EN-ISO 717-2 and its explanatory note NPR 5079 (1979).

5. The standard mentioned in paragraph 7 for impact sound insulation does not apply to kitchens and sanitary rooms.

Article 8 - Fire prevention

1. Emergency doors, escape stairways and escape routes including gallery doors shall not be closed and/or blocked by any object.

Article 9 - Security

1. Each owner/occupier or user shall be liable for any consequences of his/her failure to properly close the exterior doors of public areas and to allow unknown visitors into the building.

Article 10 - Roof

1. The owner/occupier or user is not permitted to enter the roof of building A 115 (flat roof above the retail areas) and A113 without prior permission from the Board; in the event of violation, the repair costs of any damage arising therefrom shall be for account of the owner/occupier or user concerned without any notice of default being required by or on behalf of the Board.

Article 11 - Payment arrears

Each occupier/owner is obliged to pay the ground rent and the service charges for the coming month in advance **by direct debit** to Rabobank account number **NL34RABO0106240633** in the name of **VvE Cassandraplein Muzenlaan**. If the occupant/owner fails to pay the service charge or any other costs owed to the association on time, the following procedure will take effect:

1. Any costs charged by the bank for the consequences of the reversal shall be borne by the resident/owner.

2. If a receivable is 30 (thirty) days old, the resident shall be served with a written demand to pay the amount due on the date of such demand in full within a period of 8 (eight) working days, the day of crediting being the day of receipt.

3. Should no or only partial payment of the amount mentioned under paragraph 1 have taken place within this time frame, the claim or the remainder thereof shall be increased on the date following

that on which the period of 8 working days has expired by at least 15% to cover the administration costs of the association.

Subsequently, the collection of the claim thus increased shall be placed in the hands of a collection agency, which shall, if necessary, enforce payment by bringing legal proceedings; the additional costs arising from the above shall also be borne by the resident/owner concerned.

4. If payment of the claim has taken place at an earlier date than the date on which the resident/owner is deemed to have received the summons from the collection agency, the former shall not owe any collection costs, but shall owe the association the administration costs referred to in paragraph 2. If the administrative costs referred to in the previous sentence are not paid voluntarily, the procedure referred to in paragraphs 1 to 2 shall take effect.

Article 12 - Provision of information

1. The main source of association information for owners is the meeting of owners (ALV). This is held at least once a year, within 3 months of the end of the financial year

2. The invitation to the ALV and related documents will be sent by mail, as stipulated in the Deed of Demerger and simultaneously posted on the website.

3. Association and other news from board, administrator or committees for residents/owners and users will be announced on the association's website and or via electronic newsletters. The meeting may decide to establish one or more news vitrines.

4. Additional announcements or urgent calls shall always be distributed by e-mail.

Article 13 - Unforeseen

In all cases not provided for in these standing orders, the ALV shall decide, possibly on the proposal of the board.

Article 14 - Final provision

These standing orders shall enter into force on the date they have been adopted and approved by the ALV.

adopted and approved by the ALV.

Thus adopted at the General Members' Meeting on 30 March 2011 and amended on 30 December 2016 of the association of flat owners of VVE CASSANDRAPLEIN5

Supplement 2024 thus adopted at the General Members' Meeting on 27 March 2024 of the Owners' Association of VVE CASSANDRAPLEIN/MUZENLAAN
chairman of the meeting,

Interim Chairman Chris van Kammen
Eindhoven, 27 March 2024