

# Owners Association Westerkaap 1, Amsterdam

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## Bylaws

The provisions of these regulations are an addition to the provisions of the Act of Division into apartment rights (referred to hereinafter as "the Act") dated the thirty-first of May two thousand five of the buildings located on the Westerdok / Westerdoksdijk / Leliendaalstraat Amsterdam (hereinafter further called VvE Westerkaap I). The often used model regulations 1992 (the yellow book) does not apply. The model bylaws have been adopted into the Act and may only be used as guideline values.

In the case of differences in interpretation between the Dutch and English version of this text, the Dutch version is the legally binding one.

### **Article 1 General**

1. In the following items the words " owner / tenant " refers to an owner of an apartment right and the person or persons belonging to his/her household and all who legally and in accordance with the Act rents an apartment or has received it in use from the owner. We define a "user" if and when no formal rental agreement was signed.
2. The owners / occupants or users should at all times comply with the bylaws.
3. The common spaces are all spaces that are not intended to be for private use. This includes all the stairwells, hallways, storage halls and inner squares.

### **Article 2 Use of public areas**

1. The owner / occupant is obliged to refrain from noisiness and from an unnecessary stay in the common areas. In these areas it is not permitted to work, for example, to make repairs of any kind.
2. Smoking is not permitted in common indoor spaces.
3. In order to prevent unwanted visitors, all common doors of the building must remain well closed.
4. It is not allowed to place in the common areas, other than in the designated or appropriate areas, bicycles, scooters, motorbikes, prams and pushchairs, post or to place or have placed wheelchairs or other objects. The board may give an exemption on medical grounds.
5. It is not allowed to conduct independent repairs or other work on the pipes, installations, or ornaments in public areas.
6. It is only occasionally allowed to use electricity from the storage hallways for work in the storage rooms. The storage rooms are not equipped with a power outlet.
7. The owner / occupier shall ensure that, individually or collectively, the common areas / facilities are not soiled or damaged.
8. The cleaning of the common areas will be outsourced to a company.

9. Holders of animals are responsible for (the consequences of) nuisance that caused by their animal(s). The owner of the animal must clean up immediately any possible contamination.
10. In the common areas it is not permitted to let pets run loose or let fly.
11. It is prohibited for unauthorized persons to enter the rooftops.
12. In the common areas private placement of furniture, paintings, plants and / or other decorations are not allowed.
13. Under strict conditions, residents directly adjacent to the inner courts may place seats and planters directly against the wall of their home. Conditions: sticking forward maximum of 60 cm, made from natural materials, in terms of colour and appearance in keeping with the surroundings, well maintained. In case of complaints the board maintains the right to remove objects.
14. This article also applies to visitors and / or personnel performing work.

### **Article 3 Protection of home enjoyment**

1. It is forbidden to make music or other sounds in such a way that forms a nuisance for other residents.
2. It is prohibited to produce penetrating sound between 22.00 (10 PM) and 08.00 hrs (8 AM).
3. It is not allowed on Sundays and public holidays to perform work on the building structure that is audible to the other residents (drilling, hammering and the like). If there is incidental short-period noise the immediate neighbours should be informed about this.
4. Using a barbecue on the balconies / terraces and in the common areas is not permitted.

### **Article 4 Exterior of the building**

1. According to the Act, Article 13 paragraph 2, it is prohibited to attach protruding objects of any kind on the outside of the building. Exempt are objects, which are generally accepted, such as parasols, flags (only on official holidays) and exterior lights. If and when in the course of maintenance it is deemed necessary to remove these objects, the owner shall immediately comply. All cost and extra work and all possible damage to the common or private areas will be paid by the owner. In case of doubt the owner should contact the board.
2. For reasons of safety, it is forbidden to place or to attach flower containers to the outside of balconies or terraces.
3. On balconies or terraces it is forbidden to build any elements protruding beyond the existing separations and balcony edges.
4. Holding and feeding animals on balconies, terraces and inner courtyards is not permitted.
5. Placing antenna dishes is prohibited.
6. Visibly hanging wash out to dry is prohibited.
7. Rugs and hallway rugs may not be cleaned or beaten, neither in the balconies nor in the common areas.
8. The owner / tenant takes care not to soil the exterior of the building.
9. Common garbage and kitchen garbage must be placed in the designated common containers.

10. For removing large trash items, the owner / tenant must contact the proper companies.

### **Article 5 Failures and defects**

1. Failures and defects in common areas may be reported to the caretaker. Outside of office hours, urgent failures may be reported to the service company hired by the caretaker.

2. The owner / tenant must allow construction, changes and repairs to the installations, pipes and waste conduits in their private apartments. If and when damages occur because of these works, these will be repaired at the expense of the Owners Association.

3. The cost of repairing defects, which in the end turn out to be for private expense, these will be borne by the owner / tenant, with an added amount for administration cost.

### **Article 6 Renovations in private area**

1. Before you begin

In addition to legal requirements and regulations, requirements and conditions have been established by the Owners' Association (the VvE). It concerns the Deed and the House Rules. Central to these conditions is that no adjustments are made during a renovation that could have any adverse effect on the structural stability of the concrete frame (i.e. the construction) and/or the appearance of the building to the outside. The owner who is going to carry out the renovation is personally responsible for this.

As the owner, you have the exclusive right to your home, but according to the Deed you do not have the right to renovate without permission. Renovations that result in changes to the architectural construction, structure or layout must be submitted to the board, accompanied by all permits, and approved in the GMM of VvE Westerkaap 1.

No prior permission is required for renovations that do not result in changes to the architectural construction, structure or layout, such as outfitting the bathroom or kitchen, floors and walls, but these must be reported to the board prior to implementation.

The members of the VvE have agreed on a procedure for all types of renovations and the step-by-step plan to be followed:

#### **Step 1**

Announcing your renovation plans to the board and manager (if necessary with the delivery of drawings, work descriptions and permit (application)). You must do this in writing (by e-mail) to the manager (Stedeplan) at least two (2) months prior to the start or the GMM in question.

#### **Step 2**

The board and the manager assess the renovation application and provide feedback to the Applicant. If there are no renovations to the architectural construction, structure or layout, the renovation can start immediately afterwards.

#### **Step 3**

In the exceptional case that the renovation plans relate to changes to common parts

and/or matters, then they must be approved by the members of the VvE, or the general meeting of members (GA). In any case, the following (additional) documents must be submitted:

- Construction calculations and drawings
- Municipal permit (if necessary)
- The description of the renovation work and intended timelines
- Signed user agreement (in which owner takes responsibility for maintenance and any consequential damage, among other things)

## 2. Communication and behavior during renovations

- a. The owner and resident/tenant will do everything they can to prevent nuisance for fellow residents/tenants and to guarantee safety.
- b. The owner informs those directly involved individually and other residents/tenants collectively. The board can provide support on request through the use of the website ([www.westerkaap1.nl](http://www.westerkaap1.nl))
- c. The owner and the project manager/contact point of the renovation provide their mobile phone number to the caretaker. They must be immediately accessible.
- d. The owner informs local residents and the caretaker in writing at least one week in advance about planned work and any expected nuisance. The owner also mentions the number on which he can be reached during the renovation. The owner will make every effort, in consultation with local residents, to meet any special wishes regarding the time or period of work that will cause nuisance.
- e. Work that causes noise nuisance must take place between 08:00 and 17:00 and not on weekends and on Sundays and public holidays.
- f. The owner will make every effort to limit the duration of the work and nuisance by planning nuisance-causing work simultaneously as much as possible.

## 3. Use of common areas

- a. The public areas and elevators must be usable at all times as normal. The gates of the courtyards, the access doors to the lift halls and the lift doors may not be blocked or pinned. If necessary, for example when stocking with a large amount of building material, a gate can be temporarily opened by the caretaker in consultation.
- b. The public areas, stairwells, corridors, lifts and courtyards must be tidied up and cleaned daily.
- c. To prevent damage to the elevators/lifts during transport, the lifts must be fitted with temporary cladding, both on the walls and the floor. The board may require you to organize transport via an external crane/moving lift.
- d. The lifts may not be loaded more than permitted.
- e. Work in the public areas must be kept to a minimum and can only take place after consultation and with the approval of the caretaker. The starting point is that the safety of the passages is guaranteed at all times and that the nuisance for residents remains limited.
- f. The public areas are no storage area during construction. If this is temporarily necessary, an application for temporary exemption can be submitted to the board.
- g. Damage to public areas, stairwells, corridors, lifts or courtyards must be reported immediately to the caretaker.
- h. Repair costs of damage to common property, such as in stairwells, corridors, elevators, installations or the courtyards caused by work or transport during the renovation, will be charged to the relevant owner.
- i. Costs of extra cleaning necessary due to work or transport in public areas,

stairwells, corridors, elevators or the courtyards during the renovation will be charged to the owner of the renovated building.

#### 4. Other conditions for renovations

- a. The work must be carried out professionally, with due observance of the applicable laws and regulations, such as the Building Decree.
- b. Prior to the start of the work, which requires the approval of the board and/or ALV, a copy of the Construction All Risk insurance of the contractor or owner who orders the renovation is provided to the board of the VvE.
- c. The VvE reserves the right to have the work checked during and/or after building by an expert, all at the expense of the applicant.
- d. The renovation work that has been carried out without the necessary approval must be reversed at the first notice of the board.
- e. The above obligations must be imposed by the current owner on the subsequent owners by means of a perpetual clause.
- f. No (extra) costs, such as costs for maintenance, renewal and replacement, may arise for the association from the changed situation.
- g. If it turns out that you do not meet the agreed criteria, the VvE is entitled to demand that the situation be restored to its original state with immediate effect.
- h. Renovations that are started without the approval of the GMM or Board will be stopped, with a fine of € 500,- per day imposed on the owner, for each day that the owner remains in default. The fine is for the benefit of the general reserve of the VvE and can be enforced through a collection agency.

#### 5. Additional Information

The division deed under Article 9 paragraph 1 lists all matters that belong to the common parts or objects of the VvE. If changes are made to these parts or objects, approval must be obtained from the General Meeting of Members in accordance with Article 13 of the same Deed of Demerger.

The communal and private matters are clearly displayed in the "ABC maintenance guide" on the website of the VvE (<https://westerkaap1.nl/documenten/>).

The following applies to work on floors:

In accordance with Article 17, paragraph 5 of the Deed of Division, it is not permitted:

- To cut or drill into the floors as this affects the insulation value
- To apply more or less hard floor coverings such as parquet, tiles, marble and the like, unless it is demonstrated that the impact sound insulation of the bare floor, including the floor covering, reaches a value of  $L_{co}=10$  decibels (10 db) or more
- This means that a hard floor covering is only permitted if this floor will be installed with a so-called floating floor, so that the floor covering is not in direct contact with the subfloor or the walls.

#### 6. Sun shading frames (established in the GMM dated 2020)

- Please enclose a clear detailed drawing and a clear explanation with your request for approval.
- The screens or drop-arm awnings have the following (or equivalent) characteristics. The fabric is in RAL color 7010 and the hardware is in aluminum, enameled in RAL color 7021 by means of an oblong box. The electricity cable is concealed in the joints

present on the facade.

- You are obliged to make a user agreement with the VvE that is appropriate in the opinion of the board, which includes agreements about your maintenance obligation, liability for damage and a perpetual clause when ownership of your apartment is transferred.

7. Frames for glass balustrades on roof terraces (established in the GMM dated 2019)

- Please enclose a clear detailed drawing and a clear explanation with your request for approval.
- The height and color scheme of the new balusters to be installed must be comparable to the original balustrade.
- You are obliged to conclude a user agreement with the VvE that is appropriate in the opinion of the board, which includes agreements about your maintenance obligation, liability for damage and a perpetual clause when ownership of your apartment is transferred.

#### **Article 7 Central air extraction**

No mechanical blowers may be attached to the outlets of central air extraction ventilation openings in kitchen, bathroom, and toilets. Disruptions and damage thus caused will be repaired at the cost of the owner / tenant at their cost.

#### **Article 8 Selling and moving / letting**

1. In case of selling the apartment right(s), the owner is required to inform the board ahead of time. The board will provide to the notary public the following information:

1. Minutes of the meeting of the last general Owners Association
2. Operating accounts
3. Budget for next year
4. The valid bylaws
5. Level of the general reserve and maintenance reserve

According to Act, Article 28, Paragraph 7 the cost calculated by the caretaker will be paid by the outgoing, selling owner.

The apartment rights A 160 to and including A 358, A365 and A 366 (car park or box) shall be initially offered to the apartment owners conforming Act, Article 28, Paragraph 1.

2. In case of letting the apartment rights for a period 6 months or over, the owner shall inform the board of the identity details of the tenant(s) and the address of the owner. At all times the owner remains responsible for the acts of the tenant(s) and payment of all cost to VvE Westerkaap I.

### **Article 9 Payments**

1. Advance contribution must be paid before the first day of each month in a manner decided by the board, without any rebate or compensation, and without any prior payment notice or notice of default.
2. If, starting immediately, the owner / tenant is negligent in any way in due payment, additional interest is due over the payable sum as stated in Act, Article 6, Paragraph 1.
3. The cost of the legal second payment due reminder is payable by the owner / tenant.
4. Ten (10) days after the second, last reminder, the claim of the negligent owner / tenant will be forwarded to a money collection agency.

### **Article 10 The board**

1. The board of the Owners Association consists of a minimum of 3 persons. Under supervision of the board, administration and technical maintenance will be executed by the contracted caretaker.
2. If and when deemed necessary, the board can contract works both to the exterior and interior of the building; in that case the owners / tenants are to allow ladders and scaffolding, even if this infringes on their home enjoyment as owners / tenants. They are also to permit entry of workmen, after having been informed in writing by the board or the construction contractor. The extra cost, caused by refusal of the requested cooperation will be borne by the owner / tenant.
3. Every year, the board is authorized by the Owners Association to execute those works agreed by the Owners, and which have been entered in the long-term refurbishment plan.
4. The Owners Association authorizes the board to make additional expenses on behalf of the Owners to a maximum of € 5000 per year. Afterwards the board is held accountable by the Owners to specify these expenses.

### **Article 11 Finance Commission**

The Owners Association Meeting appoints a Finance Commission charged with checking the financial statements (money received and spent) of the Association and to report findings to the Meeting.

2. Membership of the Finance Commission are chosen a minimum of one and a maximum of three Members, persons not being part of the board.
3. The members can be re-elected.

### **Article 12 Offenses**

In infringement or non-compliance by an owner / tenant of the Law, the Act or this Bylaw, the board will send a written warning by registered postal mail. All cost and ensuing cost related to the offense will fully be borne by that owner / tenant.

### **Article 13 Change in Bylaw**

Proposals to change the bylaw can be entered in writing by the board or by at least thirty owners.

**Final statement**

1. In those cases not covered by this bylaw and Act, the Owners Association Meeting will decide.
2. This bylaw is valid on the day following the day on which this bylaw has been entered and agreed by the Owners Association Meeting.

Agreed by the Owners Association Meeting, on 5 February 2008.