

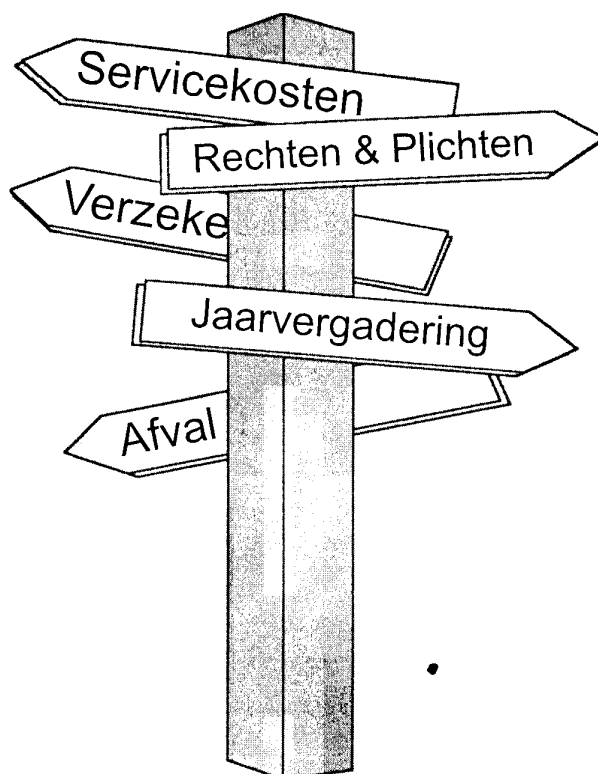


Prévinaiestraat

Vereniging van Eigenaren

Zijweg

Welcome At the Prévinaiestraat



Info booklet (incl. Rules of Procedure)

August 2024

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Bank: NL19 INGB 0670 8126 84 in the name of VvE Zijweg Prévinaiestraat Haarlem

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1 Foreword

We are pleased to offer you the information bulletin of the Association of Owners *Zijlweg/Prévinairestraat*.

Owners' Association

The Owners' Association (VvE) is a special association. This is special because membership of a 'normal' association (sports, social club) is not voluntary, but is linked to the apartment right you have purchased to your home. Every apartment owner is therefore automatically a member of the VvE. Termination is therefore not possible until the apartment, garage box or carport changes hands.

Deed of Division

The building on the corner of Zijlweg/Prévinairestraat has been divided into apartments, garage boxes, carports and the shop (KlusWijs) by the Deed of Division (DoD) of 3rd of March 1983. This DoD indicates the legal framework within which the owners relate and the association functions. An electronic copy of the DoD (in Dutch "Akte van Splitsing" is available on our website (<https://previnairestraat.nl/downloads/>).

Internal Regulations

A further elaboration of the DoD is the Internal Regulations (IR) as adopted on 13 May 1985. The IR contains a number of rules of conduct, mandatory and prohibitory provisions as well as a number of general provisions. The IR is included in this information booklet as Appendix 1.

Suffrage

Under the DoD, voting rights are only reserved for owners of apartment rights and the owner of the showroom. The meeting of the VvE has 57 voters.

Contents

Furthermore, in this information booklet you will find information about the organization of the association, about a number of general matters and about financial matters.

Questions, ideas, suggestions and/or points for improvement

We hope that this information booklet will help you with any questions and problems you may have. If there are any uncertainties, please feel free to contact one of the board members. Ideas, suggestions and/or points for improvement are also welcome.

If you want to play an active role within the board and want to think and decide on issues that concern your HOA, please contact the chairman.

Finally, we wish everyone a lot of living pleasure.

Best regards,

The Board,

Ilse L., chairman

2 The organization of the VvE

Annual General Meeting

The most important body of the VvE is the Annual Meeting or General Members Meeting (ALV in Dutch), as described in Article 1. of the Rules of Procedure.

Board tasks

The meeting of the VvE must appoint a board that is mainly responsible for the implementation of decisions taken at the meeting. The tasks of the board include:

- drawing up the budget and compiling the operating overview (in collaboration with the trust office)
- determining and collecting the service costs (idem)
- having a maintenance plan drawn up
- Finding suitable parties for renovation / maintenance
- reviewing and approving quotations
- the coordination and supervision of the maintenance work to be carried out
- communication with members
- the organization of the annual GMM (General Members Meeting)

The budget and operating overview drawn up by the board (in cooperation with the trust office) must be approved by the members in a ALV.

Responsibility of owners

The tasks of the board are mainly executive and focus on the outer shell of the building. As the owner, you remain responsible for your own property. As soon as you identify (maintenance) technical problems, we expect you to take timely action in consultation with the board.

Composition and division of tasks of the board

The board consists of:

Mr. President Ilse L. Prévinairestraat 90 023 - 5 32 35 50

- For questions and/or comments of a *general nature* , please contact Ilse L. (voorzitter.vve@previnairestraat.nl)
- For questions and/or comments of a *technical nature* send an e-mail to technischecommissie.vve@previnairestraat.nl or contact Rob G. (#22) directly, see also under Technical Committee
- For questions and/or comments about major *maintenance, painting and renovations to the building*, please contact Ilse L. (voorzitter.vve@previnairestraat.nl). Together with the general member, she is the contact person for the parties that carry out maintenance / renovation of our building.
- You can contact our QFC administration office in Haarlem when it comes to *financial matters (payment of service costs)* (QFC phone number: 023 553 33 00, email info@QFC.nl).
- And you can contact algemeenlid.vve@previnairestraat.nl and/or voorzitter.vve@previnairestraat.nl for questions and complaints about *cleaning and window cleaning*

Powers of the Board

The board is authorized to make independent financial decisions up to an amount of € 5,000,--. Decisions involving an amount higher than € 5,000,-- will be submitted to the members by means of a vote. If situations arise in which the Deed of Division or the Internal Regulations do not provide sufficient clarity, the decision of the board is binding.

Technical committee

The Technical Committee (TC) is charged with supervising the day-to-day operations and is responsible for carrying out minor maintenance work (e.g. replacing broken lamps). The TC consists of

- Rob G. (Prévinairestraat 22)

He is also available to answer questions of a technical nature.

Audit committee

For the audit of the budgets and operating statements drawn up by the board, the meeting appoints an audit committee (Article 10 IR). The appointment is for an indefinite period of time, but the meeting may at any time dismiss and/or appoint new members of the committee. He reports any comments on the budget and operating statements in the meeting before it gives its approval/rejection.

3 General affairs

In this chapter you can find general information about the disposal of waste, the cleaning activities and other general matters that concern the HOA.

Waste containers

For the deposit of waste, the Municipality of Haarlem has placed underground garbage containers. Residents of our building use the containers that can be found in our street / neighborhood. These containers are only intended for various types of household waste. Other objects must be disposed of with the bulky waste (see 'Bulky Waste'). You can apply for a 'Household Waste Pass' through the Municipality of Haarlem. You will need this to open the underground containers. Where the containers are located, and the current status of whether they are full can be found here:

<https://inzameling.spaarnelanden.nl/>.

Green bins

In addition to the underground waste containers, we also have a number of green bins. These are located in our courtyard and on the corner of Prévinairestraat / Burgemeester Sandbergstraat. The green containers are only intended for organic waste, not for household waste, glass, plastic, packaging materials, etc.

The green bins are emptied every two weeks on Wednesdays.

Coarse dirt

Bulky household waste can be brought to the Milieuplein, Oudeweg 93, entrance 1r. Lelyweg (see <http://www.spaarnelanden.nl>). The Environmental Square is open from Monday to Saturday from 08:00 to 15:30.

You can also have bulky waste collected free of charge by Spaarnelanden. Call 0900 - 8477.

Police officer

If there are any problems that you think the intervention of the local police officer is desirable or if you have questions for the police regarding our neighbourhood in the broadest sense of the word, please contact one of our neighbourhood police officers, who can be found at www.politie.nl/mijn-buurt/wijkagenten They can be reached via the general police information number **0900 – 8844**.

Nameplates / change of contact details

When an apartment changes hands, the nameplate of the corresponding mailbox is renewed at the expense of the association. The board asks you to report the change of ownership with his/her contact details (e-mail address, mobile number, telephone number in case of emergency) via info.vve@previnairestraat.nl. To pass on the information you want on the nameplate, you can also contact the chairman.

Cleaning work

The stairwells are swept and mopped every week on Fridays by the cleaning company Vesto B.V. The window cleaner comes once every six weeks. It washes those windows that the residents themselves cannot reach. The box corridors and the windows of the 'gabled houses' are cleaned three times a year. Twice a year, the stairwells are thoroughly scrubbed. If you have any questions or comments about the cleaning work, please contact algemeenlid.vve@previnairestraat.nl

Boxes

Each apartment has a box in the basement of the building. In principle, these boxes may only be used for storage. **It is not allowed to connect electrical equipment in the box.** The power supply in the boxes is not designed for this. In addition, it is not permitted to use the boxes for the storage of strong-smelling and/or explosive substances (IR, Article 8.3).

Carports and garages

The association consists not only of the owners of apartments and showrooms, but also of the owners of the carports located in the courtyard and the indoor garages. The owners of the carports and garages also pay a service fee. **The installation of water and electricity facilities is not allowed.**

Sale of carports or garages

When a carport or garage is going to be sold, it must first be offered for sale to the members of the VvE with an apartment (pursuant to a perpetual clause included in the sale that says that carports and garages may only belong to owners of apartment rights). These members then have four weeks to respond. Only when it appears that none of these members is interested, the carport or garage may be offered to third parties for an amount not less than the amount for which it was offered to the apartment owners. If the garage or carport is sold to someone without apartment rights for an amount lower than the amount for which it was offered to the apartment owners, the garage or carport must be offered to the apartment owners again for the same amount. If there is no interest from this group within four weeks, the garage or carport can be sold to third parties with the permission of the board. We recommend that owners of the carports or garages first contact the board before the garage or carport is put up for sale.

4 Service Costs

All owners of an apartment, showroom, carport or garage must pay a service fee. The amount depends on, among other things, the size and type of home you own. An overview of the current service costs can be found in Appendix 2.

Transfer of service costs

The amount of the service costs must be transferred to the bank account number of the VvE **NL19 INGB 0670 8126 84** in the name of VvE Haarlem, stating the apartment, garage or carport number. The service costs must be paid by direct debit (see further article 9 of the Internal Regulations in this Information Booklet). The service costs of the apartments (and shop) must be paid before the 15th each month and the service costs of the carports and garages must be paid annually before 31 May. If you have any questions regarding the service costs, please contact our QFC administration office in Haarlem, contact persons Mr. M. Roseleur or Mr. P. Boeren, telephone 023 553 33 00.

Use of the service costs

By charging service costs, the association is able to take care of a number of joint costs. This includes the costs for major and minor maintenance, cleaning costs, insurance premiums, shared use of water and electricity and administration costs.

Maintenance costs

The building also needs major maintenance. Think, for example, of painting, renovation of the roof, rainwater drainage, the façade, etc. Because this type of maintenance work involves a lot of money, a certain part of the service costs is reserved for this. Whether and when major maintenance needs to be carried out is decided by the members of the association. The major maintenance plan drawn up by the association plays an important role in making these decisions. If planned major maintenance exceeds the amount of € 5,000,--, this will have to be voted on by the members. In addition to planned repairs as part of the implementation of the maintenance plan, any emergency repairs are also included in major maintenance. Minor maintenance costs include, for example, the cost of changing broken lights in the corridors in the stairwells and box corridors. In addition, the maintenance of the landscaping is also paid for from the service costs.

Cleaning Fee

The weekly cleaning of the 'common areas', such as the corridors, stairs, etc., is paid for from the service costs. The window cleaner is also paid for this.

Insurance premiums

The association has a number of insurances: 1) comprehensive building/building insurance including glass insurance; (2) liability insurance for members; 3) liability insurance for the board and 4) legal expenses insurance for the Owners' Association. For questions regarding insurance, please contact the chairman. The costs of the premiums of these insurances are included in the service costs.

Shared use of water and electricity

The shared use of water consists on the one hand of the water consumption of the cleaners and, on the other hand, of the water needed for watering the landscaping at the front of the building. Shared use of electricity includes the lighting of the common areas such as the stairwells, the outdoor lighting and the intercom system.

Handling

Administration costs include things such as renting a room for the annual meeting, board costs, administrative management carried out by our administration office, etc.

5 Appendix 1 – Internal regulations

of the association called:

Association of Owners apartment building Zijweg, corner Prévinairestraat in Haarlem,

as adopted and approved at the general meeting of owners, held in Haarlem on 13 May 1985

General

These Internal Regulations should be seen as a further elaboration of the Regulations of Division of Property as mentioned in the Deed of Division dated 3 March 1983.

Article 1

Annual General Meeting

At least two meetings will be held each year, namely:

- a. in accordance with the provisions of Article 32 of the Regulations before 1 June of the financial year (the so-called spring meeting) in which the audited operating account for the past financial year will be submitted for approval. The operating account for the previous financial year is attached to the call for this meeting.
- b. before 1 December after the meeting referred to under a. above (the so-called autumn meeting), on the understanding that this meeting must have taken place at least one month before the beginning of the financial year and in which the budget for the coming financial year will be submitted for approval. The budget for the coming financial year is attached to the call for this meeting.

Article 2

Conduct

The installation of satellite dishes is not permitted. **The installation of awnings, flags and other protruding objects is only permitted with the permission of the board.** If permission is granted, due care must be exercised with regard to the application, at the discretion of the board.

The installation of advertisements, signs and other objects with a commercial or idealistic purpose (unless placed behind the window of one's own home) may only take place with the permission of the board. In that case, due care must also be taken with regard to their application.

Article 3

Placing, repairing and/or performing similar acts with regard to cars, motorcycles, mopeds, bicycles, prams and other objects and/or vehicles in the common areas, such as stairwells, corridors and the like is prohibited.

Article 4

Animals must be kept in such a way that no inconvenience is caused to other residents.

Article 5

Residents must refrain from polluting the common areas. If such a room is nevertheless contaminated, the occupant concerned must have it cleaned at his own expense.

Article 6

Parking cars, motorcycles and the like outside the carports and garages at the rear of the apartment building is not allowed. The carports and garages may only be used by the owner or by third parties who have the owner's permission.

Article 7

Commandments and prohibitions

If it is necessary for work to be carried out on the outside or inside of the apartment building, the owners and/or users are obliged to tolerate ladders and scaffolding, even if they are temporarily disturbed in their enjoyment of their homes, and they are also obliged to admit the craftsmen after they have received written notice from the management or from the person carrying out the work in question before the start of the work. The costs caused by refusing to cooperate with the above will be borne by the negligent owner/user.

Article 8

Commandments and prohibitions

1. Flowers and plants must be arranged in such a way that the other residents are not bothered or inconvenienced and the safety of downstairs neighbours or passers-by is guaranteed. In addition, it is forbidden to place or place objects on the balconies which adversely affect the appearance of the building. Disputes in this regard must be submitted to the board.
2. No objects may be placed near the entrance doors to the stairwells and in the stairwells themselves, unless approved by the board.
3. If a resident gives music and/or singing lessons and/or makes music himself, he must take measures in such a way that the local residents are not inconvenienced.
4. It is forbidden to use the storage rooms and the common areas for the storage of strong-smelling and/or explosive substances or to carry out activities in them that may cause nuisance/danger to the other occupants.
5. Painting or scratching doors, walls, ceilings, floors, lighting fixtures and the like in the common areas is prohibited.
6. It is forbidden to leave newspapers, advertising leaflets and the like at the mailboxes.
7. The maximum load of the balcony structure is 200 kilograms per square metre. Exceeding this weight is not permitted.

8. When knocking rugs, drying laundry and the like, other residents as well as passers-by must be taken into account.
9. Painting the balcony railings is not permitted unless the General Assembly decides otherwise.
10. No electrical appliances may be connected in the storage rooms and common areas, other than for short-term private use.
11. It is not allowed to smoke in the storage rooms and common areas, including the stairwells.

Article 8a

Commandments and prohibitions

Short-term rental

It is not allowed to rent out your apartment on a commercial basis for a short period of time. Short-term rental means: rental for a period of 1 to 60 days.

Article 9

Contribution by members

1. The monthly advance contribution (service charges) must be paid in advance on the due date, i.e. the fifteenth of each month, in advance in the manner to be determined by the administrator, without any reduction or compensation and without any further notice or notice of default being required.
2. By vote after the ALV March 2011, the members of the Owners' Association decided that the monthly advance contribution may only **be transferred** by direct transfer.
3. If and as soon as the owner is in any way negligent in meeting the aforementioned payment obligations, he will be charged a first penalty of EUR 50,- two calendar months after the due date and a second penalty of EUR 75 three calendar months after the due date,-, without any further notice or notice of default being required. The aforementioned penalty(s) must be paid within 7 days after it has become due by the negligent owner. The defaulting owner will forfeit the aforementioned penalty(s) only once for each consecutive period that he is in default of payment.
4. If the negligent owner is still in default of his obligation to pay service costs and/or the forfeited first and second penalty three and a half calendar months after the due date, the VVE will hand over its claim against him for collection.
5. Without prejudice to the provisions of paragraphs 3 and 4 of this article, the defaulting owner shall owe the interest as referred to in Article 6:119 of the Dutch Civil Code on the monthly advance amount(s) owed by him and on the penalty amount(s) owed by him from 30 days after the due dates, without any further notice or notice of default being required.
6. The full costs associated with the collection of advance contribution(s) and/or fine(s) will be borne by the owner who is in default with any payment, on the understanding that these costs are deemed to amount to at least twenty percent of the total amount owed by this owner.

Article 10

Audit committee

1. The meeting appoints an audit committee consisting of two owners, who are not allowed to sit on the board of the association.
2. The appointment is made for an indefinite period. The meeting may at any time dismiss a member of the audit committee and appoint a new member.
3. The audit committee determines whether costs incurred or received by the association should be included in the common costs or benefits and should therefore be passed on in the advance contribution as described in Article 23 paragraph 1. of the regulations (i.e. Regulations of Division of Property).
4. The audit committee checks both the operating account drawn up by the treasurer/trust office for the past year and the budget for the coming year. Any shortcomings in the broadest sense of the word will be communicated in the meeting.

Article 11

Technical Committee

With due observance of the above provisions of these regulations and the regulations of division, only the board or persons appointed by the board may issue assignments to the Technical Committee. The tasks and powers of the Technical Committee include only those tasks that are issued by the owners' meeting or the board, if authorized to do so. There is no employment relationship between the owners' association and the members of the Technical Committee. Membership of the Technical Committee is voluntary.

Article 12

Final provision

The owner of an apartment right is jointly and severally liable with the user for the costs and all damage caused by them and for the fines forfeited at the expense of the owner and/or consumer.

The owner and the user are also liable for damage caused by persons or animals living or staying with him.

If the owner or the user is absent for more than a month, he must inform the board (if possible) of the temporary address and also indicate who is designated - if necessary - to gain access to the apartment. In the absence of the owner/consumer, the board is authorized to take all such measures to prevent the damage from increasing.

Article 13

The members of the association and/or the user(s) of an apartment right are obliged to provide the board with the information that is necessary for the collection of the contributions and the fulfilment of the statutory obligations of the board.

Article 14

In those cases where permission from the board is required, refusal of permission can be appealed to the owners' meeting.

Article 15

These Rules shall enter into force on the day following the day on which these Rules are adopted and approved by the meeting.

Addendum 2005

Article 1

Following a written vote among the members in April 2005, it was decided to limit the number of regular annual meetings to one per year.

6 Step-by-step plan for leaks

What to do in case of leakage?

- In case of acute serious leaks: contact a plumber immediately.
- In case of acute serious leaks: call and email the chairman: 023 532 35 50 / voorzitter.vve@previnairestraat.nl
- In case of non-serious leaks: take photos, including overview photos and send them to the chairman (voorzitter.vve@previnairestraat.nl) and general member (algemeenlid.vve@previnairestraat.nl)
- **Important:** is the cause of the leak coming from the outer shell (downspout, gallery, gutter, etc.) or from something in the apartment (washing machine, central heating pipe, etc.)? Outer shell is an HOA issue, leaks caused by something in your apartment are your own responsibility.
- Have a plumber make an inventory and make a quote for repairs. If the leak is caused by something from/on the outer shell, consult with the board which plumber you can call. If the cause comes from something in your apartment (personal responsibility), then you are free to choose a plumber yourself.
- Check whether there is consequential damage to your neighbors.
- Contact our insurance office: SAA Boogaard Haarlem, telephone 023 – 51 75 200 and report the leakage and the damage. Request a claim form (to be able to recover the damage through our home insurance).
- SAA will create a claim file and inform the chairman about it by email.
- The policy conditions of the home insurance can be found on our website under Downloads.
- SAA will send the email correspondence about the damage to the chairman. Due to the number of VvE members, this cannot be done individually, and the policy is in the name of the VvE. Ask them to cc you.
- If the damage is covered, and is (partially) compensated, you can ask SAA if they deposit this directly into your bank account.

7 Appendix 2 – Service Charges

Below you will find the monthly service costs for **2024** (these amounts apply from 2012):

| Nr | Amount | Nr | Amount | Nr | Amount |
|----|----------|-----|----------|---------|---------------|
| 10 | € 125,28 | 58 | € 105,10 | 106 | € 97,54 |
| 12 | € 105,10 | 60 | € 105,10 | 108 | € 97,54 |
| 14 | € 125,28 | 62 | € 153,02 | 110 | € 97,54 |
| 16 | € 105,10 | 64 | € 97,54 | 112 | € 97,54 |
| 18 | € 97,54 | 66 | € 105,10 | 114 | € 97,54 |
| 20 | € 105,10 | 68 | € 105,10 | 116 | € 97,54 |
| 22 | € 105,10 | 70 | € 105,10 | 118 | € 97,54 |
| 24 | € 105,10 | 72 | € 105,10 | 120 | € 97,54 |
| 26 | € 105,10 | 74 | € 97,54 | | |
| 28 | € 97,54 | 76 | € 153,02 | Winkel | € 664,42 |
| 30 | € 153,02 | 78 | € 105,10 | Carport | € 50,48 p. y. |
| 32 | € 105,10 | 80 | € 125,28 | Garage | € 100,91 p.y. |
| 34 | € 105,10 | 82 | € 105,10 | | |
| 36 | € 105,10 | 84 | € 105,10 | | |
| 38 | € 105,10 | 86 | € 153,02 | | |
| 40 | € 153,02 | 88 | € 97,54 | | |
| 42 | € 97,54 | 90 | € 105,10 | | |
| 44 | € 105,10 | 92 | € 97,54 | | |
| 46 | € 105,10 | 94 | € 97,54 | | |
| 48 | € 105,10 | 96 | € 97,54 | | |
| 50 | € 97,54 | 98 | € 97,54 | | |
| 52 | € 153,02 | 100 | € 97,54 | | |
| 54 | € 105,10 | 102 | € 97,54 | | |
| 56 | € 105,10 | 104 | € 97,54 | | |