

**MINUTES OF THE SPECIAL GENERAL MEETING OF  
LOS CLAVELES DEVELOPMENT OWNERS ASSOCIATION**

**Held on Sunday, January 9th, 2022**

The Special General Meeting is held at Coombe Abbey Hotel, Coventry, United Kingdom, at 9:30 a.m. on January 9th, 2022, on second call. The Special General Meeting was convened in due time and form, by means of individual summons addressed to the owners-holders. Mr. Roger Barrow chairs the Meeting, and Mr. Germán Castro Pereira acts as Secretary, representing Wimpen Leisure Management, S.A.

The purpose of this Special General Meeting is the modification of the Statutes of Los Claveles Development Owners Association, and therefore and as an exception, all owners-holders are allowed to vote, including those in arrears with the payments to the Association.

There being a quorum at the second call according to the duly signed attendance and representation list, with 597 owners-holders, attending personally or by means of representation, with a total of 2819 votes and attendance rate of 53.6952%, the Special General Meeting is legally convened at 9:30 hours, according to the following

**AGENDA**

**1.- Proposal to incorporate into the Statutes of Los Claveles Development Owners' Association the following article:**

**Article 8.10:** *To prepare the ACCOUNTS once the financial year has ended. The accounts shall be AUDITED by an Audit Company of recognized prestige, and shall be submitted for approval at the next AGM. These Accounts will include all income and expenses of the development, both for Common Areas and those of the Villas.*

**2.- Proposal that article 1.3 of the Status of Los Claveles Development Owners' Association is changed**

**From:** *The term "Owner" shall mean and include an Owner of an Undivided Share in a villa and an Absolute Owner of a villa.*

**To:** *The term "Owner shall mean and include an Owner of an Undivided Share, holder of a Timeshare Right and/or an Absolute Owner of a villa.*

**3.- Proposal that article 1.4 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The terms "Owner" and "Member" shall have the same meaning*

**To:** *The terms "Owner", "Member" and "Holder of a Timeshare Right" shall have the same meaning.*

**4.- Proposal that article 1.5 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *“Development” shall mean the Estate forming part of the land identified as Polígono II, Parcela 2 and developed in accordance with the Building Licence issued by the Town Hall of Arona.*

**To:** *“Development” shall mean the Estate consisting of building, homes, communal areas and all the elements which are part of or located on the land identified as Polígono II, Parcela 2, called LOS CLAVELES, and developed in accordance with the Building Licence issued by the Arona Council.*

**5.- Proposal that article 1.6 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The “Common Parts Service Charge” shall mean the sums spent or to be spent in the exercise of the duties to be carried out by the Administrator pursuant to Article 9 hereof.*

**To:** *The “Common Parts Service Charge” and the maintenance fees for the Villas, together with the “Regular Fees” shall mean the sums used or to be used, including expenses, in the exercise of the duties to be carried out by the Administrator pursuant to Article 9 thereof.*

**6.- Proposal that article 2.1 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Los Claveles Development Owners' Association (“the Association”) is hereby constituted to the intent and with effect that the Common Parts of the Development are hereby vested in the Association for the benefit of members upon the terms and conditions contained herein.*

**To:** *Los Claveles Development Owners' Association (“the Association”), with functions in both the Common Parts and the Villas that are part of the Development, is hereby constituted for the benefit of members upon the terms and conditions contained herein.*

**7.- Proposal that article 2.2 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The main objects of the Association shall be to control, repair, renew, maintain, insure and generally to look after the Common Parts for the use, benefit, and enjoyment of members.*

**To:** *The main objectives of the Association shall be to control, repair, renew, maintain, insure, provide cleaning, laundry, and supplies services, and generally to look after the Villas and the Common Parts for the use, benefit, and enjoyment of members, as well as to manage the fees assigned to every member.*

**8.- Proposal that article 5.1 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Members are hereby granted full right and liberty to use and enjoy the Common Parts subject to the payment of the Common Parts Service Charge and to the observance and performance of the rules and regulations imposed from time to time by the Administration and approved at the Annual General Meeting.*

*To: Members are hereby granted full right and liberty to use and enjoy the Common Parts and the Villas subject to the payment of the Regular Fees and to the observance and performance of the rules and regulations imposed from time to time by the Administration and approved at the Annual General Meeting.*

**9.- Proposal that article 5.2 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Without limitation of the liability to pay the Common Parts Service Charge, Absolute Owners hereby agree that the rights granted to them by Article 5.1 shall be subject to the maintenance of the exterior of the villas owned by them in a good decorative state of repair and condition to the reasonable satisfaction of the Administrator and to the intent that all the Villas and Common Parts comprised in the Development shall be painted in one colour and shall be maintained to a similar standard.*

*To: Without limitation of the liability to pay the regular fees, Absolute Owners hereby agree that the rights granted to them by Article 5.1 shall be subject to the maintenance of the exterior and interior of the villas in good decorative state of repair, in accordance with the specific standards and condition to the reasonable satisfaction of the Administrator and to the intent that all the Villas and Common Parts comprised in the Development shall be painted in one colour, duly decorated and equipped, and shall be maintained to a similar standard.*

**10.- Proposal that article 5.3 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Members shall within 14 days of a demand being sent to a Member by the Administrator pay a proper proportion of the Common Parts Service Charge calculated by the Administrator in accordance with Article 8.2 hereof and approved at the Annual General Meeting which shall be and be deemed to be a debt due and payable by a Member to the Association until satisfied by payment thereof.*

*To: Members holding Undivided Shares shall within 14 days following reception of a payment request sent by the Administrator pay the Regular Fees, including a proper proportion of the Common Parts Service Charge, and the Villa Maintenance Fees, as calculated by the Administrator in accordance with Article 8.2 hereof and approved at the Annual General Meeting which shall be and be deemed to be a debt due and payable by a Member to the Association until settled by payment thereof.*

**11.- Proposal that article 5.4 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Absolute Owners hereby agree to pay the Common Parts Service Charge to the Administrator or by regular monthly payments on the first of each month in advance, of one twelfth of the Common Parts Service Charge assessed in each year.*

*To: Absolute Owners hereby agree to pay the Common Parts Service Charge to the Administrator, or by means of advanced monthly payments, on the first day of every month, the regular fees which shall include one twelfth of the Common Parts Service Charge estimated for each year.*

**12.- Proposal to derogate article 5.6 of the Statutes of Los Claveles Development Owners' Association as it is no longer of application.**

**13.- Proposal that article 6.3.3 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Appoint an Administrator whose responsibility will be to ensure that the objects of the Association are properly carried out and that the Rules and Regulations established at the Annual General Meeting are complied with.*

*To: Appoint an Administrator, for a period of 6 years, whose responsibility will be to ensure that the objectives of the Association are properly carried out and that the Rules and Regulations established at the Annual General Meeting are complied with.*

**14.- Proposal that article 6.3.10 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Members who have not paid the Common Parts Service Charge in accordance with the provisions of these Statutes shall not be entitled to vote at the Annual General Meeting.*

*To: Members who are not up to date with payment of the regular fees in accordance with the provisions of these Statutes shall not be entitled to vote at the General Meeting.*

**15.- Proposal that article 7.1 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: The Chairman shall be elected by members at the Annual General Meeting by a majority of vote and the post shall be held on a voluntary and unpaid basis for a period of one year although the same member may be re-elected indefinitely and shall be vested with the following powers.*

*To: The Chairman shall be elected by members at the Annual General Meeting by a majority vote and the post shall be held on a voluntary and unpaid basis for a period of three years, although the same Member may be re-elected indefinitely and shall be vested with the following powers.*

**16.- Proposal to change the following articles of the Statutes of Los Claveles Development Owners' Association:**

**Article 8.1.:**

**From:** *The Administrator shall carry out the objects of the Association and regulate and administer the use and enjoyment of the Common Parts for the benefit of all Members and, in particular, but not by way of limitation, shall.*

**To:** *The Administrator shall carry out the objectives of the Association and regulate and manage the use and enjoyment of the Development for the benefit of all Members and, in particular, but not by way of limitation shall.*

**Article 8.1.1.:**

**From:** *Ensure that the Common Parts are kept clean and tidy and in a good state of repair and condition.*

**To:** *Guarantee that the Development is kept clean and tidy and in a good state of repair and condition.*

**Article 8.1.3.:**

**From:** *Ensure that the Common Parts are insured against the usual risks and force majeure with a reputable company for the full rebuilding costs thereof and an adequate sum to cover Architect's and Surveyor's fees, and also for any civil liability in accordance with the Spanish Civil Code in a sum to be agreed at the Annual General Meeting.*

**To:** *Ensure that all elements which are part of the Development are insured against the usual risks and force majeure with a reputable company for the full rebuilding costs thereof and for an adequate sum to cover Architect's and Surveyor's fees, and for any civil liability in accordance with the Spanish Civil Code in a sum to be agreed at the Annual General Meeting.*

**Article 8.1.4.:**

**From:** *To arrange for payment of all rates, taxes, assessments, and outgoings charged, imposed, or assessed in respect of the Common Parts.*

**To:** *To arrange payment of all rates, taxes, assessments, and outgoings charged, imposed, or assessed in respect of the Development.*

**Article 8.1.5.:**

**From:** *To take whatever steps may be necessary to preserve the privacy of the Development by securing, as far as possible, the exclusion of any unauthorized person to the Common Parts.*

**To:** *To take any steps necessary to preserve the privacy of the Development by securing, as far as possible, the exclusion of any unauthorized person to the Development.*

**17.- Proposal that article 8.2 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The Administrator shall, as soon as reasonably practical, after the first day of April in each year, calculate the Common Parts Service Charge for submission to and approval by the Annual General Meeting of the Members as follows.*

**To:** *The Administrator shall, as soon as reasonably practical, after the first day of December in each year, calculate the Annual Aggregate Amount of the Regular Fees for submission to and approval by the Annual General Meeting of the Members as follows.*

**18.- Proposal that article 8.2.a of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Prepare an estimate of the sums to be spent by the Administrator on the matters specified in this Article (Estimates Common Parts Service Charge) in the forthcoming year in order to carry out the objects of the Association.*

**To:** *Prepare an estimate of the sums to be spent by the Administrator on the matters specified in this Article (Estimated Annual Aggregate Amount of the Regular Fees) in the forthcoming year in order to carry out the objectives of the Association.*

**19.- Proposal that article 8.2.b. of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *In respect of the previous year to keep an account of the actual sums spent by the Administrator (Actual Common Parts Service Charge). The amount of the Estimated Common Parts Service Charge for the current year shall be adjusted to take into account any over or under payment in the Actual Common Parts Service Charge incurred in the previous year.*

**To:** *In respect of the previous year, to keep an account of the actual sums spent by the Administrator (Actual Annual Aggregate Amount of the Regular Fees). The amount of the Annual Aggregate Amount of the Annual Fees for the current year shall be adjusted to include any over or under payment in the Regular Fees incurred in the previous year.*

**20.- Proposal that article 8.2.c. of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Each Member shall pay a proper proportion of the Common Parts Service Charge as provided for in Article 5.4 hereof.*

**To:** *Each Member shall pay included in the Regular Fees a proper proportion of the Common Parts Service Charge as provided for in Article 5.4 hereof.*

**21.- Proposal that article 8.2.d. of the Statutes of Los Claveles Development Owners' Association is changed**

*From: The Common Parts Service Charge payable by Members shall be the sum arrived at by dividing the common Parts Service Charge calculated by the Administrator in accordance with subclauses (a) and (b) of this Article and dividing such sum by the number of one and two bedroomed villas and studios constructed on the Development from time to time PROVIDED THAT Members owning Undivided Shares shall pay one fiftieth of such sum in respect of each week owned.*

*To: As part of the Regular Fees, the charge for Common Parts Service Charge payable by Members shall be the sum arrived at by dividing the Common Parts Service Charge calculated by the Administrator in accordance with subclauses (a) and (b) of this Article and dividing the result by the number of one or two bedroomed villas and studios constructed on the Development from time to time PROVIDED THAT Members owning Undivided Shares shall pay one fiftieth of such sum in respect of each week owned.*

**22.- Proposal that article 8.3 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: The Administrator shall as soon as the Common Parts Service Charge and Accounts have been approved by the Annual General Meeting serve upon the Administrator of the other Administrators of Communities already constituted or to be constituted in the Development Community a demand for payment of that proportion of the Common Parts Service Charge due and payable by Members holding Undivided Shares and shall serve upon Absolute Owners a demand for that proportion of the Common Parts Service Charge which shall be due and payable by Absolute Owners.*

*To: The Administrator shall as soon as the Annual Aggregate Amount of the Regular Fees (including the Common Parts Service Charge and the Maintenance Fees for the Villas) and Accounts have been approved by the Annual General Meeting serve upon the Administrator of the other Administrator(s) of Community/Communities already constituted or to be constituted in the future, the approved Budget and the Regular Fees to be paid by each Member holding Undivided Shares, and shall serve upon Absolute Owners a demand for the share of the Common Parts Service Charge which shall be due and payable by Absolute Owners.*

**23.- Proposal that article 8.5 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: A Member in default of payment of the Common Parts Service Charge shall not be entitled to use and enjoy the Common Parts and the Administrator shall have full right and liberty to exclude any Member from the use thereof until the Common Parts Service Charge has been paid. FOR THE AVOIDANCE of any doubt all Members shall be liable to pay the Common Parts Service Charge as provided for herein.*

*To: A Member in default of payment of the Regular Fees shall not be entitled to use and enjoy the Development and the Administrator shall have full right and liberty to exclude any Member from the use thereof until the Regular Fees have been paid. FOR THE AVOIDANCE of any doubt all Members shall be liable to pay the Common Parts Service Charge as provided for herein.*

**24.- Proposal to incorporate into the Statutes of Los Claveles Development Owners' Association the following article**

**Article 9.7:** All costs for the maintenance of the Villas, including, but not limited to, cleaning (including cleaning products), laundry, supplies and furniture and equipment replacement.

**25.- Ratification of the election of Chairman of the Development Owners' Association as voted at the AGM held on November 28<sup>th</sup>, 2021.**

**26.- Ratification of the appointment of WimPen Leisure Management, S.A. as Administrators for the Development Owners' Association for a period of 6 years as voted at the AGM held on November 28<sup>th</sup>, 2021.**

**AGREEMENTS**

**1.- Proposal to incorporate into the Statutes of Los Claveles Development Owners' Association the following article:**

**Article 8.10:** *To prepare the ACCOUNTS once the financial year has ended. The accounts shall be AUDITED by an Audit Company of recognized prestige, and shall be submitted for approval at the next AGM. These Accounts will include all income and expenses of the development, both for Common Areas and those of the Villas.*

The item is put to the vote with the following result: **2275 votes in favour, 534 against and 10 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**2.- Proposal that article 1.3 of the Status of Los Claveles Development Owners' Association is changed**

**From:** *The term "Owner" shall mean and include an Owner of an Undivided Share in a villa and an Absolute Owner of a villa.*

**To:** *The term "Owner shall mean and include an Owner of an Undivided Share, holder of a Timeshare Right and/or an Absolute Owner of a villa.*

The item is put to vote with the following result: **2257 votes in favour, 548 against and 14 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.



**3.- Proposal that article 1.4 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: The terms "Owner" and "Member" shall have the same meaning*

*To: The terms "Owner", "Member" and "Holder of a Timeshare Right" shall have the same meaning.*

The item is put to vote with the following result: **2247 votes in favour, 558 against and 14 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**4.- Proposal that article 1.5 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: "Development" shall mean the Estate forming part of the land identified as Polígono II, Parcela 2 and developed in accordance with the Building Licence issued by the Town Hall of Arona.*

*To: "Development" shall mean the Estate consisting of building, homes, communal areas and all the elements which are part of or located on the land identified as Polígono II, Parcela 2, called LOS CLAVELES, and developed in accordance with the Building Licence issued by the Arona Council.*

The item is put to vote with the following result: **2229 votes in favour, 574 against and 16 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**5.- Proposal that article 1.6 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: The "Common Parts Service Charge" shall mean the sums spent or to be spent in the exercise of the duties to be carried out by the Administrator pursuant to Article 9 hereof.*

*To: The "Common Parts Service Charge" and the maintenance fees for the Villas, together with the "Regular Fees" shall mean the sums used or to be used, including expenses, in the exercise of the duties to be carried out by the Administrator pursuant to Article 9 thereof.*

The item is put to vote with the following result: **2227 votes in favour, 574 against and 18 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**6.- Proposal that article 2.1 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Los Claveles Development Owners' Association ("the Association") is hereby constituted to the intent and with effect that the Common Parts of the Development are hereby vested in the Association for the benefit of members upon the terms and conditions contained herein.*

**To:** *Los Claveles Development Owners' Association ("the Association"), with functions in both the Common Parts and the Villas that are part of the Development, is hereby constituted for the benefit of members upon the terms and conditions contained herein.*

The item is put to vote with the following result: **2245 votes in favour, 556 against and 18 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**7.- Proposal that article 2.2 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The main objects of the Association shall be to control, repair, renew, maintain, insure and generally to look after the Common Parts for the use, benefit, and enjoyment of members.*

**To:** *The main objectives of the Association shall be to control, repair, renew, maintain, insure, provide cleaning, laundry, and supplies services, and generally to look after the Villas and the Common Parts for the use, benefit, and enjoyment of members, as well as to manage the fees assigned to every member.*

The item is put to vote with the following result: **2226 votes in favour, 568 against and 25 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**8.- Proposal that article 5.1 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Members are hereby granted full right and liberty to use and enjoy the Common Parts subject to the payment of the Common Parts Service Charge and to the observance and performance of the rules and regulations imposed from time to time by the Administration and approved at the Annual General Meeting.*

**To:** *Members are hereby granted full right and liberty to use and enjoy the Common Parts and the Villas subject to the payment of the Regular Fees and to the observance and performance of the rules and regulations imposed from time to time by the Administration and approved at the Annual General Meeting.*

The item is put to vote with the following result: **2237 votes in favour, 565 against and 17 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**9.- Proposal that article 5.2 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Without limitation of the liability to pay the Common Parts Service Charge, Absolute Owners hereby agree that the rights granted to them by Article 5.1 shall be subject to the maintenance of the exterior of the villas owned by them in a good*

*decorative state of repair and condition to the reasonable satisfaction of the Administrator and to the intent that all the Villas and Common Parts comprised in the Development shall be painted in one colour and shall be maintained to a similar standard.*

**To:** *Without limitation of the liability to pay the regular fees, Absolute Owners hereby agree that the rights granted to them by Article 5.1 shall be subject to the maintenance of the exterior and interior of the villas in good decorative state of repair, in accordance with the specific standards and condition to the reasonable satisfaction of the Administrator and to the intent that all the Villas and Common Parts comprised in the Development shall be painted in one colour, duly decorated and equipped, and shall be maintained to a similar standard.*

The item is put to vote with the following result: **2240 votes in favour, 564 against and 15 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

#### **10.- Proposal that article 5.3 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Members shall within 14 days of a demand being sent to a Member by the Administrator pay a proper proportion of the Common Parts Service Charge calculated by the Administrator in accordance with Article 8.2 hereof and approved at the Annual General Meeting which shall be and be deemed to be a debt due and payable by a Member to the Association until satisfied by payment thereof.*

**To:** *Members holding Undivided Shares shall within 14 days following reception of a payment request sent by the Administrator pay the Regular Fees, including a proper proportion of the Common Parts Service Charge, and the Villa Maintenance Fees, as calculated by the Administrator in accordance with Article 8.2 hereof and approved at the Annual General Meeting which shall be and be deemed to be a debt due and payable by a Member to the Association until settled by payment thereof.*

The item is put to vote with the following result: **2234 votes in favour, 565 against and 20 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

#### **11.- Proposal that article 5.4 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Absolute Owners hereby agree to pay the Common Parts Service Charge to the Administrator or by regular monthly payments on the first of each month in advance, of one twelfth of the Common Parts Service Charge assessed in each year.*

**To:** *Absolute Owners hereby agree to pay the Common Parts Service Charge to the Administrator, or by means of advanced monthly payments, on the first day of every month, the regular fees which shall include one twelfth of the Common Parts Service Charge estimated for each year.*

The item is put to vote with the following result: **2232 votes in favour, 566 against and 21 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**12.- Proposal to derogate article 5.6 of the Statutes of Los Claveles Development Owners' Association as it is no longer of application.**

The item is put to vote with the following result: **2212 votes in favour, 575 against and 32 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**13.- Proposal that article 6.3.3 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Appoint an Administrator whose responsibility will be to ensure that the objects of the Association are properly carried out and that the Rules and Regulations established at the Annual General Meeting are complied with.*

*To: Appoint an Administrator, for a period of 6 years, whose responsibility will be to ensure that the objectives of the Association are properly carried out and that the Rules and Regulations established at the Annual General Meeting are complied with.*

The item is put to vote with the following result: **2220 votes in favour, 578 against and 21 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**14.- Proposal that article 6.3.10 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: Members who have not paid the Common Parts Service Charge in accordance with the provisions of these Statutes shall not be entitled to vote at the Annual General Meeting.*

*To: Members who are not up to date with payment of the regular fees in accordance with the provisions of these Statutes shall not be entitled to vote at the General Meeting.*

The item is put to vote with the following result: **2252 votes in favour, 554 against and 13 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**15.- Proposal that article 7.1 of the Statutes of Los Claveles Development Owners' Association is changed**

*From: The Chairman shall be elected by members at the Annual General Meeting by a majority of vote and the post shall be held on a voluntary and unpaid basis for a period of one year although the same member may be re-elected indefinitely and shall be vested with the following powers.*

*To: The Chairman shall be elected by members at the Annual General Meeting by a majority vote and the post shall be held on a voluntary and unpaid basis for a period of three years, although the same Member may be re-elected indefinitely and shall be vested with the following powers.*

The item is put to vote with the following result: **2249 votes in favour, 555 against and 15 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**16.- Proposal to change the following articles of the Statutes of Los Claveles Development Owners' Association:**

**Article 8.1.:**

**From:** *The Administrator shall carry out the objects of the Association and regulate and administer the use and enjoyment of the Common Parts for the benefit of all Members and, in particular, but not by way of limitation, shall.*

**To:** *The Administrator shall carry out the objectives of the Association and regulate and manage the use and enjoyment of the Development for the benefit of all Members and, in particular, but not by way of limitation shall.*

**Article 8.1.1.:**

**From:** *Ensure that the Common Parts are kept clean and tidy and in a good state of repair and condition.*

**To:** *Guarantee that the Development is kept clean and tidy and in a good state of repair and condition.*

**Article 8.1.3.:**

**From:** *Ensure that the Common Parts are insured against the usual risks and force majeure with a reputable company for the full rebuilding costs thereof and an adequate sum to cover Architect's and Surveyor's fees, and also for any civil liability in accordance with the Spanish Civil Code in a sum to be agreed at the Annual General Meeting.*

**To:** *Ensure that all elements which are part of the Development are insured against the usual risks and force majeure with a reputable company for the full rebuilding costs thereof and for an adequate sum to cover Architect's and Surveyor's fees, and for any civil liability in accordance with the Spanish Civil Code in a sum to be agreed at the Annual General Meeting.*

**Article 8.1.4.:**

**From:** *To arrange for payment of all rates, taxes, assessments, and outgoings charged, imposed, or assessed in respect of the Common Parts.*

**To:** *To arrange payment of all rates, taxes, assessments, and outgoings charged, imposed, or assessed in respect of the Development.*

**Article 8.1.5.:**

**From:** *To take whatever steps may be necessary to preserve the privacy of the Development by securing, as far as possible, the exclusion of any unauthorized person to the Common Parts.*

**To:** *To take any steps necessary to preserve the privacy of the Development by securing, as far as possible, the exclusion of any unauthorized person to the Development.*

The item is put to vote with the following result: **2258 votes in favour, 545 against and 16 abstentions.** It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**17.- Proposal that article 8.2 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The Administrator shall, as soon as reasonably practical, after the first day of April in each year, calculate the Common Parts Service Charge for submission to and approval by the Annual General Meeting of the Members as follows.*

**To:** *The Administrator shall, as soon as reasonably practical, after the first day of December in each year, calculate the Annual Aggregate Amount of the Regular Fees for submission to and approval by the Annual General Meeting of the Members as follows.*

The item is put to vote with the following result: **2241 votes in favour, 563 against and 15 abstentions.** It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**18.- Proposal that article 8.2.a of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Prepare an estimate of the sums to be spent by the Administrator on the matters specified in this Article (Estimates Common Parts Service Charge) in the forthcoming year in order to carry out the objects of the Association.*

**To:** *Prepare an estimate of the sums to be spent by the Administrator on the matters specified in this Article (Estimated Annual Aggregate Amount of the Regular Fees) in the forthcoming year in order to carry out the objectives of the Association.*

The item is put to vote with the following result: **2243 votes in favour, 562 against and 14 abstentions.**

**19.- Proposal that article 8.2.b. of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *In respect of the previous year to keep an account of the actual sums spent by the Administrator (Actual Common Parts Service Charge). The amount of the Estimated Common Parts Service Charge for the current year shall be adjusted to take into account any over or under payment in the Actual Common Parts Service Charge incurred in the previous year.*

**To:** *In respect of the previous year, to keep an account of the actual sums spent by the Administrator (Actual Annual Aggregate Amount of the Regular Fees). The amount of the Annual Aggregate Amount of the Annual Fees for the current year shall be adjusted to include any over or under payment in the Regular Fees incurred in the previous year.*

The item is put to vote with the following result: **2246 votes in favour, 561 against and 12 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**20.- Proposal that article 8.2.c. of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *Each Member shall pay a proper proportion of the Common Parts Service Charge as provided for in Article 5.4 hereof.*

**To:** *Each Member shall pay included in the Regular Fees a proper proportion of the Common Parts Service Charge as provided for in Article 5.4 hereof.*

The item is put to vote with the following result: **2238 votes in favour, 566 against and 15 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**21.- Proposal that article 8.2.d. of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The Common Parts Service Charge payable by Members shall be the sum arrived at by dividing the common Parts Service Charge calculated by the Administrator in accordance with subclauses (a) and (b) of this Article and dividing such sum by the number of one and two bedroomed villas and studios constructed on the Development from time to time PROVIDED THAT Members owning Undivided Shares shall pay one fiftieth of such sum in respect of each week owned.*

**To:** *As part of the Regular Fees, the charge for Common Parts Service Charge payable by Members shall be the sum arrived at by dividing the Common Parts Service Charge calculated by the Administrator in accordance with subclauses (a) and (b) of this Article and dividing the result by the number of one or two bedroomed villas and studios constructed on the Development from time to time PROVIDED THAT Members owning Undivided Shares shall pay one fiftieth of such sum in respect of each week owned.*

The item is put to vote with the following result: **2237 votes in favour, 567 against and 15 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

**22.- Proposal that article 8.3 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *The Administrator shall as soon as the Common Parts Service Charge and Accounts have been approved by the Annual General Meeting serve upon the Administrator of the other Administrators of Communities already constituted or to*

*be constituted in the Development Community a demand for payment of that proportion of the Common Parts Service Charge due and payable by Members holding Undivided Shares and shall serve upon Absolute Owners a demand for that proportion of the Common Parts Service Charge which shall be due and payable by Absolute Owners.*

**To:** *The Administrator shall as soon as the Annual Aggregate Amount of the Regular Fees (including the Common Parts Service Charge and the Maintenance Fees for the Villas) and Accounts have been approved by the Annual General Meeting serve upon the Administrator of the other Administrator(s) of Community/Communities already constituted or to be constituted in the future, the approved Budget and the Regular Fees to be paid by each Member holding Undivided Shares, and shall serve upon Absolute Owners a demand for the share of the Common Parts Service Charge which shall be due and payable by Absolute Owners.*

The item is put to vote with the following result: **2237 votes in favour, 568 against and 14 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

### **23.- Proposal that article 8.5 of the Statutes of Los Claveles Development Owners' Association is changed**

**From:** *A Member in default of payment of the Common Parts Service Charge shall not be entitled to use and enjoy the Common Parts and the Administrator shall have full right and liberty to exclude any Member from the use thereof until the Common Parts Service Charge has been paid. FOR THE AVOIDANCE of any doubt all Members shall be liable to pay the Common Parts Service Charge as provided for herein.*

**To:** *A Member in default of payment of the Regular Fees shall not be entitled to use and enjoy the Development and the Administrator shall have full right and liberty to exclude any Member from the use thereof until the Regular Fees have been paid. FOR THE AVOIDANCE of any doubt all Members shall be liable to pay the Common Parts Service Charge as provided for herein.*

The item is put to vote with the following result: **2244 votes in favour, 563 against and 12 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.

### **24.- Proposal to incorporate into the Statutes of Los Claveles Development Owners' Association the following article**

**Article 9.7:** All costs for the maintenance of the Villas, including, but not limited to, cleaning (including cleaning products), laundry, supplies and furniture and equipment replacement.

The item is put to vote with the following result: **2225 votes in favour, 565 against and 29 abstentions**. It is therefore approved with a vote of more than the two thirds required by article 11.1 of the Statutes of Los Claveles Development Owners' Association.



**25.- Ratification of the election of Chairman of the Development Owners' Association as voted at the AGM held on November 28<sup>th</sup>, 2021.**

The item is put to vote and approved by the majority with 2245 votes in favour, 552 against and 22 abstentions.

**26.- Ratification of the appointment of WimPen Leisure Management, S.A. as Administrators for the Development Owners' Association for a period of 6 years as voted at the AGM held on November 28<sup>th</sup>, 2021.**

The item is put to vote and approved by the majority with 2225 votes in favour, 569 against and 25 abstentions.

And with no further business to discuss, the Chairman adjourned the meeting at 11:36 a.m. on the above-mentioned day, to which I, as Secretary, bear witness.



Approved,  
THE CHAIRMAN  
Mr. Roger Barrow

The Secretary/Administrator  
Wimpen Leisure Management, S.A.  
Mr. German Castro Pereira.