



**SPECIAL GENERAL MEETING 2022**

**of**

**Los Claveles**

**Development Owners Association**

**On Sunday 9<sup>th</sup> January 2022**

**– First Call at 09.00 am**

**– Second Call 9.30 am**

**To be held at**

**COOMBE ABBEY HOTEL**

**Brinklow Road, Binley, Coventry CV3 2AB**



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- 1** *Proposal to incorporate into the Statutes of the 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.

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- 2** *Proposal that article 1.3 of the Statutes of the 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.

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

**FROM:** The term "Owner" and "Member" shall have the same meaning.

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

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- 4** *Proposal that article 1.5 of the Statutes of the 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 buildings, 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.

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- 5** *Proposal that article 1.6 of the Statutes of the 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 hereof.

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

**FROM:** The Los Claveles Development Owners' Association "the Association" is

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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: The 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.

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**7** *Proposal that article 2.2 of the Statutes of the 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.

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**8** *Proposal that article 5.1 of the Statutes of the 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.

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**9** *Proposal that article 5.2 of the Statutes of the 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, 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 a good decorative

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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.

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**10** *Proposal that article 5.3 of the Statutes of the 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.

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**11** *Proposal that article 5.4 of the Statutes of the 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 in each year.

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

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**13** *Proposal that article 6.3.3 of the Statutes of the 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.

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**14** *Proposal that article 6.3.10 of the Statutes of the 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.

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

**FROM:** 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 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...

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**16** *Proposal to change the following articles of the Statutes of the 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 Architects' and Surveyors' fees, and for any civil liability in accordance with the Spanish Civil Code in a sum to be agreed at the Annual General Meeting.

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**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 unauthorised 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.

*Change of articles 8.1, 8.1.1, 8.1.3, 8.1.4, 8.1.5 will be voted on a single vote since all the articles only include the word DEVELOPMENT as the only modification.*

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**17** *Proposal that article 8.2 of the Statutes of the 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...

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**18** *Proposal that article 8.2.a. of the Statutes of the 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 (Estimated Common Parts Service Charge) in the forthcoming year in order to carry out the objects of the Association, and...

**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, and...

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**19** *Proposal that article 8.2.b. of the Statutes of the 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.

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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 Regular Fees for the current year shall be adjusted to include any over or under payment in the Regular Fees incurred in the previous year.

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**20** *Proposal that article 8.2.c. of the Statutes of the 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.

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**21** *Proposal that article 8.2.d. of the Statutes of the 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 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.

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.

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**22** *Proposal that article 8.3 of the Statutes of the 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.

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**23** *Proposal that article 8.5 of the Statutes of the 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.

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**24** *Proposal to incorporate into the Statutes of the 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.

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

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**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 the 28<sup>th</sup> of November 2021

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