

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

Minutes of the Annual General Meeting held Friday 25th November 2022

In Turre on Friday 25th November 2022, the Annual General Assembly of the Junta de Compensación of “Cortijo Cabrera Polygon 1” commenced at **16.30pm** in the Centro Social of Turre, with a sufficient quorum of **80.52%** of the owners present and represented. Sr. Segundo Ramirez Perez, President, declared the meeting valid and legal as mandatory by our Constitution, and in accordance with the agenda.

Present:

Mr. Segundo Ramírez Pérez, Presidente

Mr. José Luis Jerez Requena, Tesorero

Mr. John Bailey, Secretario

Mrs. Noeline Ramsay, Delegado

Mr. Bob Hall, Delegado

Mr. Carlos Escobar, Abogado de la Junta de Compensacion

Mr. Jesus Varela Torrecilla, ex Secretario Ayuntamiento Turre

Mr. Antonio Garcia Russell, Traductor

With 62.10% present and 18.42% of votes in representation: 80.52% total of votes, the assembly began at 17:20pm

Owners present and represented:

Control	Nombre	presentes	Representados	Control	mbre	presentes	Representados
4	Knight Peter (Santiburi)	0,17		118	Hanko Petr y Alena		0,17
5	Brazier Linda	0,05		119	Los Pastores (BeanCigoliniS.L)	0,09	
6	Ayuntamiento de Turre.		10,00	122	Mant Chas and Lindy (Brattle)		0,17
7	Bailey John y Nita	0,13		124	Manus. Anne Marie. (G. Manus)		0,51
9	Baddeley Keith	0,02		125	Marquenie Lucas	0,53	
10	Cronshaw' Bernard		0,03	130	Hanko Petr y Alena		0,14
12	Bañuls Ricardo		0,01	132	Middleton David y Linda	0,03	
18	Pallet Jeremy		0,13	134	Mofas Turre Promoci.	0,22	
20	Bird Dick y Margaret	0,13		135	Bonner Connall & Pamela -	0,01	
25	Boulton Simon-alcazaba 8	0,02		136	Hutchinson Shirley		0,37
31	Butt Anthony	0,16		145	Oasis Swimming Pool- SierraLeisure SL	0,38	
33	Cabrera Desarrollo y Gestiones.(Segundo Ramirez)	18,28		151	Pryce Keith y Veronica		0,30
34	Mofas Turre - S.L.	1,37		103	Harman Graham	0,04	
39	Laporte Valentina	0,15		154	Ramsay Ronald y Noeline	0,21	
42	Construcciones Cueva Sucia, S.L	0,93		158	Robinson David e Isla		0,27
43	Simmonds Lesley		0,11	161	Salisbury Peter y Jennifer		0,04

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

45	Corner Alfred	0,16	164	Scammell Chris y Heather	0,18
46	Cortijo Cabrera S.A.	0,03	166	Beknik Christie	0,07
47	Cortijo Green S.L. (Caparros)	3,40	167	Douaire Jean Luc	0,19
51	Fry Nigel & Susan	0,05	175	Sierra Leisure S.L.	24,39
53	Darling Geff	0,02	178	Small Mervin y Brenda	0,05
54	Kiernan Penelope	0,03	182	Phillips Christine	0,03
59	Garsi & Petitfrere	0,14	189	Debays JeanLuc y Evelyne	0,05
66	Vaitier ex Espancom S.A.	0,20	190	Chapman Peter	0,32
67	Eve Phillip (Adelfa nº 7)	0,02	192	Turre Arcadia, S.L	0,52
185	Kay Eric & Diana	0,01	193	urbanización Cabrera S.A.	0,10
73	Baigent Graham	0,04	194	Uzzell Chrissie	0,03
75	Scarfe Jennifer Alice	0,04	195	Vaitier S.L.	11,59
76	Golder Damon	0,20	197	West David y Janet	0,16
77	Siquet Paule	0,15	198	Longden Richard y Liz	0,19
78	Gould Michael	0,14	203	Watkins David y HilditchSheila	0,18
83	Hall Bob y Lynne	0,16	207	Oliver Jeremy y Lisandra	0,02
84	Hansen / Loenberg Pernilla	0,13	211	Wood Keith - alcazaba 4	0,02
88	Gapin Michel Casa Luna	0,13	212	Golding / Bewich	0,13
165	Cuvelier Dominique	0,65	218	Lecomte Pascal	0,13
91	Bonner Connall & Pamela	0,00	221	Mofas turre	0,21
93	Holland John	0,20	223	Rory Mearthur	0,01
97	Pinto y Paillete	0,10	224	Birch Christopher John	0,21
99	Husbands Gordon y Natalia	0,14	226	Guido Benoy	0,12
110	Jorden Ivo & Maria	0,16	227	Chapman Peter	0,05
114	Mofas Turre	0,13			

The session began the President of the Cortijo Cabrera Junta Compensacion, thanking welcome everyone to this Ordinary Assembly of the year 2022, in order to comply with the mandate of the Statutes themselves, to the 2019 sentence, to the order Execution of the Court, and the request to this Junta Compensacion to comply with the Judgment.

Also to comply with judicial mandates, this Assembly was held in order to be able to go ahead with the obligation of the Junta de Compensacion, which is none other than carrying out the works of urbanization, preserve the existing urbanization, and provide the services that the Cabrera residents need.

He reiterated that it is not an option that the Junta de Compensacion can choose: "IT IS OUR LEGAL OBLIGATION AS OWNERS."

He continued to introduce to Mr. Jesus Valera Torrecilla as a former secretary of the Town Hall, who has been advising the Junta Compensation as an independent professional. He informed that the Junta Compensation was not a community of owners, but a public legal entity, and that the system that has been applied in the last 29 years was not valid. He informed that all the comments should stick to the agenda on the issues discussed and agreed there.

He said that the second point of the agenda, president's report, would not be voted

He made it known that all comments had to stick to the agenda, as was the case

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

Mr. Manuel Sanchez Vilches on behalf of the company Cortijo Greens SL intervened to request explanation of the consequences of the two sentences issued,

Mr. Anthony Butt, asked about the absence of the Town Hall or who held its representation, to which the President confirmed that he had the delegated vote

Mr. President continued to the first point order of the day

Items of the Agenda:-

1. Approval of minutes of Annual General Assembly 25th November 2021

Since everyone received the minutes before this act, he asked if there were comments about it, There was no any comments in this regard

Put to a vote on this point, with the votes present and represented:

Votes in favor: 67.25%,

Votes against 12.86%,

Abstention 0.41%,

Therefore, this point was approved with 67.25% in favor of the total of 80.52% present and represented with the right to vote.

2. President Report

The President began with the reading of the report confirming that in recent years, in an interested manner, some owners and some Turre politicians had been making various criticisms of the management that has been carried out by the Cortijo Cabrera Junta Compensation, Even going so far as to question the urban legality.

The polygon 1 has an area of almost 1 million m² (991,525 m²), currently 40% of urbanization works are currently executed for an amount of more than 3.5 million euros of the material execution budget, since 1993, according to work certifications already presented to the Turre TownHall

This image that some try to project outwards, the only thing it does is harm us all in general, because both the General Planning instruments of the Municipality of Turre, as well as the Development Planning instruments of Polygon 1, of Cortijo Cabrera ARE FULLY IN FORCE, since their approval, there has been no judgment that calls into question their application and execution.

Consequently, these instruments of General Planning and Development, together with the Statutes and Bases of Action of the Junta Compensation, are the framework of action and the rules for the agreements of the Junta Compensation of Sector R-3 Cortijo Cabrera, and there are not different actions to outside of these Planning instruments and the Law.

On January 14, 1993, the Ordinary General Assembly of the Junta Compensation was held with the attendance of 95% of the owners, and the following was unanimously approved:

"(...) that the expenses to develop the urbanization correspond to the promoter, and that the maintenance and service expenses correspond to the owners of houses for their use (...)"

In compliancy of this agreement, since 1993 development costs have been paid by developers and maintenance and services costs by homeowners.

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

Based on the criteria approved in the assembly, the distribution coefficients were adapted to the new constructive situations, taking into account the new homes that were incorporated into the development. For this reason, the distribution coefficients were adapting to the modifications in terms of the number of dwellings that were incorporated into the Junta Compensation, distributing between them the costs of maintenance and upkeep of the urbanization in the functional units where they were located, and the Specifically, water supply and sewerage services were passed on to each of the homes for the consumption made in each of the annuities.

This agreement, approved in the General Assembly on January 14, 1993, was appealed by the Cabrera Neighborhood Association (CRA) and declared void by Judgment number 257/2019 of December 13 of the Contentious Administrative Court Number 2 of Almería.

Specifically, its ruling establishes:

“(...) I declare the full NULLITY of the Agreement of January 14, 1993 of the General Assembly of the Cortijo Cabrera Junta Compensation, as well as that the maintenance/conservation expenses and urbanization expenses of the Cortijo Cabrera Junta Compensation must be paid in accordance with the manner included in the Statutes (...)”.

This sentence only refers to the fact that both urbanization expenses and maintenance/conservation expenses must be distributed among the owners as established in the Statutes and not in accordance with the agreement adopted in the Assembly of January 14, 1993 by which the promoters they paid development costs and homeowners paid upkeep/maintenance costs.

Therefore, the failure of the sentence is limited exclusively to the way of distribution of urbanization and conservation expenses, at no time has it been questioned, neither the regulatory regulations of Sector R-3, nor the Management Action System approved in the partial plan, nor other agreements of the Assembly.

To comply with the judicial requirement, the Junta Compensation must proceed to determine the amounts that have been paid since 1993 in urbanization, conservation and services, which should have been paid by each owner in compliance with the Statutes, to individual regularization and compensation between owners, if applicable.

To this end, two technical reports have been commissioned:

A first technical report to determine the cost of the urbanization works carried out to date

And a second accounting report to determine the payments made in conservation and services.

These reports were commissioned in the manner established by our Statutes for contracting, which is regulated in Base 9 of the Statutes and Bases of action:

*“(...) **PROCUREMENT METHOD:** (...) will be carried out by a development company or suitable contractor, by direct award of the Junta Compensation (...)”.*

Once these reports have been made, the Junta Compensation has proceeded at the beginning of the study for the distribution of costs among the owners, to the regularization between the amounts actually paid and those that each owner should have paid, and the compensation, if It has taken place, in order to comply with Judgment 257/2019, Order No. 181/2021 of 06/17/2021, and the Ordinance Diligence dated 09/22/2022.

And this distribution and regularization of the costs and compensation among the owners will be carried out by the Junta Compensation once the sentence becomes firm. Let us not forget that the sentence, and the execution, is provisional, pending the Resolution by the Superior Court of Justice.

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

With this objective, the agenda of this Ordinary Assembly was approved on November 4, 2022 by the Junta of Delegates.

According to the Statutes:

DEVELOPMENT COSTS must be distributed among all owners according to the Statutes.

The CONSERVATION/MAINTENANCE COSTS are distributed among all the owners according to the BUILDABILITY OF EACH PLOT AND WHETHER IT IS BUILT OR NOT, and we have carried it out following the determinations of the economic/accounting study.

On the other hand, for the expenses corresponding to WATER SUPPLY and SEWERAGE, the approved rate is applied to the consumption carried out individually by each owner.

In view of the agreements adopted in the Assemblies of November 26, 2021 and this one of November 25, 2022, and following the provisions of the Statutes, the Junta Compensation of Cortijo Cabrera is complying with Judgment 257/2019 of December 13, 2019, Order No. 181/2021 of 06/17/2021, and the Ordinance Diligence dated 09/22/2022 notified to the Junta Compensation all of them from the Contentious Court Number 2 of Almería.

And in this way we begin a new path looking at the future of Cortijo Cabrera.

On November 26, 2021, as every year, we held the Ordinary General Assembly of the Junta Compensation, convened in due time and form, which has also been challenged by the Court.

The distribution of expenses, as stated in the Treasurer's report presented to the Assembly on November 26, 2021 and that was sent together with the minutes of the Assembly, has been carried out in accordance with the provisions of The Statutes and not as it had been done from 1993.

These payments on account until the regularization and compensation established by the execution order are calculated by distributing the expenses as established in the Statutes. And they have been carried out like this until they had the definitive amounts of the costs to regularize. They have been invoiced with payments on account while the technical and accounting reports that served as support for the regularization and compensation of urbanization, maintenance/conservation and service costs were being prepared. This has been explained and communicated on numerous occasions, which, apparently, some owners have not wanted to listen to.

Well, once the reports are finalized, the calculations for the distributions, regularizations and compensations will be made, which will be carried out once the sentence handed down by the Superior Court of Justice is final.

As can be easily deduced from the content of the agenda of the Assemblies, from the Treasurer's report, from the notifications made to the owners and from the agreements adopted, the Junta Compensation has not in any way exceeded its limits in the exercise of its obligations, and at no time has it caused damage to third parties, nor harmed the owners with its actions.

Simply, the Junta Compensation has complied with its statutory and legal obligations in order to carry out the conservation, urbanization and provision of services forecasts in Sector R-3 Cortijo Cabrera, and, in the same way, to comply with the Judgment and rest of judicial decisions that have been notified.

All kinds of speculations have been made, without any foundation, about the improper recognition of the right to vote of some members of the Junta, without determining which owners it is. And this has been done, without even having determined the amounts to regularize and compensate,

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

pretending that the Junta Compensation is paralyzed and cannot hold Assemblies or provide services.

And all this based on a future probability that some owner may have debts with the Junta Compensation; debts that, on the other hand, have not been notified to the possible debtor, are not liquid, expired, or payable. Pretending that agreements are not adopted, under the pretext that possible owners could be deprived of a vote, and that the Junta is paralyzed. A real nonsense and a lack of respect for the rights of the owners.

The only debtors that have been deprived of a vote are those that appear in the minutes of the General Assembly of November 26, 2021

These owners are deprived of their right to vote because the debt they maintain with the Junta Compensation complies with the Civil Procedure Law, as it is a monetary, liquid, due and payable debt; carrying out the legally established procedure, and so they have been notified.

If, as a consequence of the regularization and compensation, any owner becomes a debtor, it would be necessary to proceed in accordance with what is established, precisely in art. 33 of the Statutes. Therefore, the owner would have to be required to pay within a month, and if he did not do so, then the liquidation of his debt and the demand for it could be raised, with which he would be in a position to agree on the deprivation their right to vote in the Assembly.

The Junta Compensation has taken into account the situation of non-payment of community fees, the existing delinquency situation, and the proportionality in the adoption of the measure of deprivation of the right to vote.

It is also alleged that "there is a serious error regarding the participation percentages of each owner", leading to serious accusations, such as that "*the Delegates of the Junta Compensation have varied the percentages in an absolutely arbitrary manner.*"

These assertions are made, to be followed by saying that "*the reasons for which this change has been made in the percentages of participation of the owners are unknown.*"

If the reason for this modification is not known, the first thing to do is request information about it. But when the modification of the cost distribution coefficients occurs as a result of a complaint from some owners, and they themselves accuse the Junta of arbitrariness, it is clear that the only thing that is intended to generate is confusion.

Now, surprisingly, some are unaware that judgment 257/2019 and provisional enforcement order 181/2021, issued at their request, require a different distribution to be applied to the one that had been carried out since 1993.

At the end of 2019, the Judgment was handed down, so that year the coefficients that had been previously used were applied, since the Assembly had already been held when the Judgment was notified.

In 2020, no Assembly was held as a result of the pandemic, and in 2022 the coefficients were modified taking into account the Statutes; After that, for the year 2023 we carried out the distribution of expenses in order to fully comply with the Judgment.

With this last action in the execution procedure, the only thing that is revealed is an attempt to block and paralyze the Junta Compensation. And all this is being put into practice, forgetting the economic consequences that it can have for all owners.

It is also said that the agreements are void because they have not been legally called, when the vast majority of the owners have authorized official communications to be made by email.

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

In addition, these plaintiff owners were aware of the notification of the call since they participated, being present or through representation. And they participated and voted in the adoption of the agreements of the Assembly of November 26, 2021.

Not only did they participate in drawing up the agreements and vote, as stated in the minutes of the assembly, but they also filed an appeal after the deadline with the Town Hall and an appeal before the Court.

Therefore, they were aware of the notifications and agreements since they attended the assembly personally, or represented; and they have carried out actions that imply knowledge of the content and scope of the notifications and the agreements of the Assembly of November 26, 2021.

They also say that the agreements are void by operation of law because the essential rules of convocation, constitution and quorum for attendance, deliberation, voting and minutes have been dispensed with..., and that agreements have been made contrary to the legal system.

And they say all this after having participated, personally or by proxy, in the deliberations and voting; The detail of the attendees, quorum for the constitution of the Assembly, percentages of votes in favor, against and abstentions in each point of the agenda, meaning of the deliberations with the interventions of the lawyer,... is recorded in the minutes.

The agreements that were adopted are the agreements of a Junta Compensation in compliance with its obligations. And when it is pointed out that "acts contrary to the legal system" have been issued, a generic allegation is made in which the infringed precept is not even indicated.

Despite the clarity of the mandate of the Ordinance Diligence issued, on September 22, 2022, by the Court, some residents ask the Judge that the provisional execution of the sentence be carried out by the Town Hall and not the Junta Compensation, which is the Entity responsible for it, as dictated by the Contentious Court Number 2.

And they do it too, happily saying that the Junta Compensation "acts with the powers that are delegated to it by the Administration itself", stating that the TownHall can revert the powers that have been delegated to it.

This approach is implausible because it is absurd. The Cortijo Cabrera Junta Compensation does not carry out its actions by delegation of powers from the TownHall, and therefore the TownHall cannot assert or reverse any competence in the execution of urbanization, conservation works,... it is a legal obligation of the Junta of Compensation established in the laws, in the Planning Instruments and in the Statutes and Bases of Action.

The plaintiffs claim that the Court itself fails to comply with its resolutions, the Laws, the Planning Instruments and the Statutes and Bases of Action themselves, declaring the agreements null, in short, skipping the approved rules of the game; and it intends to do so under various pretexts with the ultimate goal of changing the Action System of private management by Compensation for a Public Action System, trying to impose the desire of a small group of owners over the vast majority.

Even going so far as to raise more than a warning when he talks about excess of powers in the provision of services, ignoring or intentionally ignoring that art. 2 of the Statutes grants the Junta Compensation a legal-administrative nature, that the urbanization has not been definitively received by the TownHall, and that the Urban Management Regulations in its art. 8.2 states that:

"(...) The collaborating urban Entities may also carry out tasks of conservation and administration of the residential units created and of goods and services that are part of their equipment (...)"

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

The plaintiffs want to change the de facto system of action of private compensation management, approved in the Partial Plan on November 21, 1989 and included in Base 1 of the Statutes and Bases of Action "General Provisions", for a system of action of public management and this, in the terms carried out, is not possible because as a PREREQUISITE, the declaration of non-compliance with the deadlines established in the urban planning instruments for the execution of the urbanization must be processed and made.

Some residents want the Statutes to be complied with for some things and skip them for others. Even more so, taking into account that, as stated in the Economic reports of the Provincial Council of Almería, in relation to the change in the action system from compensation to cooperation in Polígono 1, that:

*(...) The Turre TownHall would be unable, given its treasury, to bear the costs of expropriation of the land due to non-payment by the investing owners of the urbanization fees.
Let's not forget that the Turre Town Hall already processed in 2017 a file for the "replacement of the compensation action system by the cooperation one in Cortijo Cabrera, Polígono 1, agreeing on the NON-APPLICATION OF THE COMPENSATION ACTION SYSTEM BY THAT OF COOPERATION in Cortijo Cabrera, Polygon 1. Sector R.3. Turre (Almería), since it is economically unfeasible.*

For all that I have commented, I believe that it is time to comply with the Judgment and the Statutes. It is time to stop sterile polemics and fulfill our obligations. The agreements that we adopt in today's Assembly are going to suppose a before and after in the way of distributing the expenses in Cortijo Cabrera, it is what a few owners have wanted and it is the mandate of the Justice. Consequently, we will comply with it.

3. Ratification of Annual Accounts for year ending 2021

Since everyone received the accounts before to this act, it was ask for any comments. There were not comments about it,

Put to a vote on this point, with the votes present and represented:

Votes in favor: 67.20%,

Votes against 11.99%,

Abstention 1.33%,

Therefore, this point was approved with 67.20% in favor of the total of 80.52% present and represented with the right to vote.

4. Approval of the cost sharing groups among the owners corresponding to the costs of urbanization, conservation and services

The President introduce to Mrs. Inmaculada Garcia, who reported that a study was carried out in which the installments to be paid were divided into three blocks, distinguishing between conservation and maintenance by distribution percentage calculated based on the square meters of buildability (as established in the statutes), water consumption based on the established rates for consumption and conservation of urbanization ;(as established in the statutes)

Mr. Rafael Conchillo intervened to confirm that the only 7 owners to whom the application of urbanization costs corresponded were:

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

- *Sierra Leisure SL
- *Active Retirement Ltd
- *Fortview Properties Ltd
- * Promociones Vera y Garrucha SL
- *Promociones Mataix SL
- *Segundo Ramirez

Mr. Jesus Valera replied that the 1991 Estatutes were valid, and the 1993 agreement was annulled by Court

Mr. Anthony Butt asked how this point could be vote and approved if the documentation was not reviewed in advance, and the President replied that the information was previously available in the Junta office, and that no one came to review it.

Mr. Butt continued by stating that he understood that a division of the development costs was going to be made and that, if the Junta considered that this was the case, it would include in the calculation the part of the development that had already been paid as owner through the purchase price paid for the property

Mr. Valera responded that the Junta Compensation was a public legal entity and as a member of it, he had to pay his corresponding part. He confirmed that the fees paid to date would be considered in the final settlement. Mr. Butt said that his payments were going to be regularized, and he asked when they could see the calculations made, Mr. Valera responding that they were available to everyone in the Junta office

The President proceeded to put this point to a vote, with the votes present and represented:

Votes in favor: 65.61%, -

Votes against 10.14%, -

Abstention 4.77%,

Therefore, this point was approved with 65.61% in favor of the total of 80.52% present and represented with the right to vote.

5. Approval of the Budget for the year 2023

Mr. Butt said that the budget was increased by 50% compared to the previous year, and asked if the Junta would going to invoice all the owners, He was answered affirmatively

Mr. Malcolm Davies Linfield, representative of Pernille Loenberg, intervened to ask what exactly the 27,000Eur item would be used for (Provision for fees for payments to technicians and advisers), The answer was given to cover the expenses of the technicians who intervened in the preparation of reports and advice to the Junta Compensation as a result of the sentence in which it was determined that the quotas must be recalculated in order to invoice all the owners. Mr. Linfield asked if they could distribute the report by email. The President confirmed that it was not possible due to the large size of the file, but that it was available to the owners in the Junta office. Mr Linfield made an observation regarding the increase in the budget and did not understand the reason why it was more expensive than the current one in the urbanization of Cortijo Grande, comparing both and considering that the only extra service provide in Cabrera was garbage collection

Mrs. Bird asked if the works carried out by other companies were tendered before being contracted. She was answered that these works were contracted as established in base 9 of the statutes and execution bases, that is, by direct award. In addition, the works regarding the ordinary expenses of the budget were carried out by the workers of the Junta and if any machinery was eventually

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

required, the company used was always the same in charge of this. This budget did not contemplate extraordinary expenses, and if there were, several budgets would be requested.

The President proceeded to put this point to a vote, with the votes present and represented:

This point submitted and to a vote, with the votes present and represented:

Votes in favor: 66.32%,

Votes against 12.83%,

Abstention 1.37%,

Therefore, this point was approved with 66.32% in favor of the total of 80.52% present and represented with the right to vote.

6. Approval of urbanization works costs executed until December 31, 2021 and distribution among the owners (Sentence 257/2019 and Base 12 Statutes and Bases of Action)

Mr. Butt stated that how could this point be voted on if the reports were not reviewed. And for this reason he intended to challenge the Assembly, understanding that it was not called correctly. He was answered that the Assembly was notified by email to all owners, also publishing the call on the bulletin board of the TownHall and the Junta Compensation

Mr. Valera responded that the sentence annulled the 1993 agreement, and this established that a new distribution should be made in accordance with the Statutes and in compliance with the same, urbanization costs were calculated since 1993 according to the sentence. In his opinion, he was struck that no one went through the Junta office to examine the documentation from the date the Assembly was convened.

One owner said that she did not know that the documents were available. Ms. Longden said that homeowners are owners and not developers by the Statutes. She added that to be promoters they had to register their deeds before the drafting of the Partial Plan. Mr Valera said that from the moment of the sentence, no distinction was made between owners and developers, since they are all owners of the land. He continued saying that in 1993 an agreement was made between a single promoter, with the rest of the homeowners at that time. Many owners were taken this agreement to the Court, and as a result of this, the Court annulled the 1993 agreement .

The President responded to Mr. Jose Ángel Cervantes and Mr. Rafael Conchillo that this current situation was caused by a group of owners of Cabrera who were intentionally confused by their lawyer and the previous mayor, who do not explain to them the consequences of the annulment of the agreement dated in 1993

Put to a vote on this point, with the votes present and represented:

Votes in favor: 65.58%,

Votes against 13.04%,

Abstention 1.90%,

Therefore, this point was approved with 65.58% in favor of the total of 80.52% present and represented with the right to vote.

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

7. Compensation of balances between owners and settlement of debts by defaulting owners (Auto 181/2021).

The President said that when the sentence was firm, then the debt (1993-2021) would be claimed and liquidated, and he requested a vote on this point of the day conditional on the finality of the sentence.

This point was put to a vote, with the votes present and represented:

Votes in favour: 65.77%,

Votes against 8.11%,

Abstention 6.64%,

Therefore, this point was approved with 65.77% in favor of the total 80.52% present and represented with the right to vote.

8. Approval of the request to start via urgency for the collection of debts to owners (arts. 6 and 33 Statutes)

The President put this point to a vote, subject to the finality of the sentence.

This point was put to a vote, with the votes present and represented:

Votes in favour: 66.50%,

Votes against 8.62%,

Abstention 5.40%,

Therefore, this point was approved with 66.50% in favor of the total 80.52% present and represented with the right to vote.

9. Presentation and Election of candidates in accordance with the Statutes (art 19). The presentation of the candidates who volunteer for the position of Delegate, to cover the two vacancies, must be notified to the Secretary before noon on November 23, 2022

Mr John Bailey, Secretary of the Junta, confirmed that two nominations were received in advance: Mr Graham Harman and Mr Connall Bonner.

Mr. Butt said that there were two multi-owner nominations that were previously submitted to the Junta Compensation by email. Mr. Jose Luis Jerez said that he was not notified in advance by the nominees.

Mr. Longden confirmed that his wife was a delegate in the past and was not put to a vote, but that she was elected by the Junta. Mr. Jose Luis Jerez said that whoever in the floor wanted to present his candidacy, that he could do so.

They presented themselves :

-Mr Rafael Conchillo

-Mr Connall Bonner

-Mr Graham Harman

-Mrs. Marie Helene Caillaud

Mr. Conchillo was asked if he was an owner and confirmed affirmatively

This point was put to a vote, with the votes present and represented:

Junta de Compensación de Cortijo Cabrera

Apartado 2, Cortijo Cabrera, E-04639 Turre, Almería, España

For the candidacy of Mr Cochillo
Votes in favour: 9.32%,

For the candidacy of Mr Harman
Votes in favour: 65.78%,

For the candidacy of Mr Bonner
Votes in favour: 66.57%,

For the candidacy of Ms. Marie Helene Caillaud
Votes in favour: 6.14%,

Therefore, the candidacy of Mr. Harman and Mr Bonner was approved with 65.78% and 66.57% respectively in favor of the total present and represented with the right to vote.

5. AOB

Asked by the President if there were any requests or questions, none were made

And not having other matters to discuss, the assembly ended at 7:30 p.m.

John Bailey

.....
Secretary of the Junta de Compensación de Cortijo Cabrera Pol 1