

## 2024 AGM – What a carry-on!!

OPEN CABRERA  
27 February 2024

The AGM was held on 23 February 2024. Proceedings commenced at around 5pm after a slow start with a handful of attendees in addition to those ensconced at the Top Table.

At the start of proceedings, the Top Table was loaded to the brim with dignitaries:

- The Mayor, Arturo Grima
- The President and Cabrera Promoter-Developer, Segundo Ramirez
- The Treasurer and Cabrera Promoter-Developer, Jose Jerez Requena
- The new JDC Manager and Lawyer, Rodrigo Sanchez (€21000 per year paid fully by the Homeowners alone, no funding from Developers)
- The JDC Lawyer, Carlos Escobar (fully paid for by the Homeowners alone)
- The JDC Treasurer, John Bailey – brother-in-law of Cabrera Promoter-Developer, Jose Jerez Requena
- Inmaculada Garcia – JDC Accountant
- The Treasurer's personal secretary
- Homeowner Delegado Noeline Ramsay
- Homeowner Delegado Graham Harman (thought he had resigned last year)

There was also a Translator present to enable proceedings (fully funded by the Homeowners, not the Developers).

The Audience was comprised of a small collection of people amounting in total to about 16.

The sweet sixteen included:

- The brother of the Treasurer and Cabrera Promoter-Developer, Jose Jerez Requena
- The wife of the Secretary John Bailey
- The Homeowners Association Lawyer
- Homeowner Delegado candidate Iain Cochrane
- A handful of Homeowners (some couples)



So, all in all, about 10 discrete homeowners attended the show out of a community of 200 homes. This underlined the farcical nature of the proceedings, given that Homeowners have no voting power at all.

Any Homeowner attending one of these AGM's does so purely for the comedy value or to take the trouble to point out the corruptness of the proceedings. It is an annual ritual where the Developers put what they want on the Agenda, shout down any opposition using an amplifier, and vote their decision in using their massive 46% block vote. This is how it works in the village of Cabrera.

The Mayor of Turre got proceedings off to a very good start by announcing that he was present to support proceedings, representing the Town Hall's 29.7% voting rights.

A thumbs up was given from the back of the hall.

The Mayor had just reclaimed the 19.7% voting rights that had been robbed from the Town Hall by the Developers in 2022. Between them the Developers hold about 46% of the vote, the Town Hall holds 29.7% and the Homeowners 24.4%.

By re-allocating the 19.7% unilaterally taken from the Town Hall proportionally across all the other owners, the Developers were hoping to increase their dominance even further by lifting their vote from 46% to around 61%.

For some context, the Town Hall always tends to take the position of abstaining on any voting for their own reasons.

The order of the day commenced and the HOA Lawyer made some pertinent comments on most Agenda items. These comments have not been collated in this document but will no doubt be recorded in the JDC minutes and fed back to the Home Owners Association members. There were some animated exchanges between the two JDC Lawyers at the top table (funded by the Homeowners alone) and the HOA Lawyer (funded by the Homeowners Association alone).

## **1. Approval of the Minutes of the last General Assembly**

Of course, this was always going to be approved by the Developers using their 46% block vote.

A Homeowner pointed out that it was not possible to approve the 2022 Minutes because all the voting rights were incorrect as the Developers had artificially increased their vote share in 2022. Therefore, all the decisions made were based on incorrect voting rights.

The new JDC Manager-Lawyer, Rodrigo Sanchez, said that the Vote share had been amended because of the enactment of the Court Order following the legal action against the Town Hall and the JDC. The Homeowner assured the new JDC Manager that the Court Order in no way instructed the JDC to fiddle the voting rights.

The President started getting agitated, turning a bright colour of puce. This was bringing back bad memories of the previous AGM held in 2022. This year they had loaded the Top

Table even more with Homeowner Funded Lawyers and also provided a microphone only to those at the top table and the Translator.

The Audience was definitely not going to be allowed to have their opinions fully heard.

**BUT**, the 2022 minutes will nevertheless have been approved because the Developers will have approved them with their 46% block vote.

## **2. President's Report**

The President read out his note to the Audience. He talked about leaving the past behind and moving ahead with some words about working together.

By this, he meant that the Developers would be imposing the 1993 Agreement and that the Homeowners would be expected to pay for the Developer's office facilities, legal costs for their Lawyer Mr Carlos Escobar, and all the €21000 per annum costs of their second Manager/Lawyer Mr Rodrigo Sanchez, any other advisors that they choose to use for their own purposes and the bank guarantee that they will complete the development, in addition to all the Maintenance & Conservation costs for Cabrera.

After the President had concluded his speech, a Homeowner tried to ask questions. He was told to keep the questions for the AOB part of the Agenda. Unfortunately, AOB is the point in the Agenda where the Developers traditionally start to rush proceedings so they do not have to answer any questions.

The questions that the Homeowner would have asked if given the opportunity were:

*You have stated that you wish to work collaboratively moving forward. Why, then, are you refusing to engage in open discussions with the Homeowners Association?*

*You have mentioned that ALL owners are responsible for paying the Urbanisation Fees. Why are the Developers not paying Maintenance and Conservation fees as required by the Plan de Compensacion which supersedes the 1993 Agreement? (The 1993 Agreement was judged to be illegal by the Almeria Court on 2 occasions)*

## **3. Inform of Judgment No. 2822/2023 of the Superior Court of Justice of the Junta de Andalucía.**

JDC Lawyer Carlos Escobar gave an overview of the Superior Court Judgment, stating that the decision of the Almeria Court had been "overturned". A Homeowner pointed out that the Superior Court had not over-turned the Judgment that the 1993 Agreement was illegal. The Court had simply indicated that the correct process was not followed. The Homeowner stated that he was formally notifying the Junta de Compensacion that they were operating illegally according to the 1993 Agreement.

Lawyer Escobar also mentioned that the JDC was pursuing the €3000 bond payment because the Granada Court had said the procedure was not followed. The full claim was said to be 'small'.

#### **4. Approval of the assembly of the holding of ordinary annual meetings in the first quarter of each year**

This was put to the Audience. A Homeowner stated that while this was a step in the right direction, it was unacceptable that an AGM was not held in 2022 at all. The Homeowner queried why the Statutes were not simply followed which mandated two AGMs per year. Jose Jerez jumped up and explained that the difficulty of sending out postal letters to all members had resulted in a vote to reduce the number of meetings to one.

The Treasurer did not explain why the two meetings could not be held in the era of electronic communications. He also did not share the fact that the Vote to reduce the number of meetings would have been determined by the 46% block vote of the Developers themselves.....exactly as this latest proposal would be carried.

*A Homeowner pointed out that he had lodged AGM Agenda items with the Town Hall on 27 December 2023 and these were also communicated to the JDC for inclusion. It was unacceptable these Agenda items were ignored, including the one proposing to hold two AGMs per year as set out in the Statutes.*

**So**, this proposal will have been approved because the Developers will have approved it with their 46% block vote.

#### **5. Ratification of Annual Accounts for the year ending 2022-2023**

By this point, the Top Table was becoming adept at avoiding questions from the floor. The President was actively waving away awkward questions with his arms like a frantic Japanese "Happy Cat".

The Translator was advised that only the President was allowed to give the floor to any Homeowners to speak. The Translator for this AGM was actually very good, but sadly could not use his skill to provide input from the Homeowners, perhaps not realising that his services were not being paid for by the President at all but rather by the Homeowners that were trying to ask the Junta Board questions.

The Top Table then perfected a technique of talking between each other when any difficult questions were being asked. This tactic resulted in a cacophony which prevented any questions or answers. In addition, long winded and laborious answers (which had to be repeated in English and Spanish) prevented any follow up questions.

The questions and observations that would have been asked if they had not been blocked were:

- 1. Both sets of Accounts seem to be based on collecting fee income from Homeowners alone and seem to be based on the 1993 Agreement way of working. The 1993 Agreement is illegal – maintenance and conservation costs should be distributed by land ownership and in accordance with the Compensation Plan.*

*Accordingly, the presentation of the Debtors is incorrect. The Developers should be making contributions to the Maintenance & Conservation expenses. Therefore, the Accounts cannot be approved for 2022 or 2023.*

2. *The accounts were only released for consideration by Owners late on 22 February 2023. There was insufficient time for Owners to properly scrutinise and approve the accounts. It is unacceptable that the 2022 Accounts are only released in February 2024.*
3. *It is unacceptable that the Junta Board failed to hold an AGM at all in 2023 and hid the Junta Finances for so long.*
4. *The Accounts reveal for the very first time that the Junta Board took out a €60k loan in the name of the Homeowners in 2022. This was never communicated to the homeowners and the homeowners never agreed to this loan or the subsequent interest payments of circa €3000 per year. Therefore, the accounts cannot be approved.*
5. *In 2022, €58,410 was spent on Outside Contractors. Where did the money go?*
  - a. *A lot of it went to Ramos Garcia construction company – about €39,000*
  - b. *A large sum went to the construction of a stone wall behind the Arch Bar tent area and improved drainage in the surrounding area. This expense was not approved by the Homeowners.*
  - c. *The above improvements seem to have been carried out on private land owned by the Treasurer (the Office Block land) and land owned by a Company called Cortijo Greens SL.*



- d. *Some money was also assigned to building the wall where the bowling green wall collapsed. The bowling green is also owned by the company Cortijo Greens SL. It has been recorded in historical AGM minutes that the owner of this land had been instructed by the Town Hall to make it safe many years ago. Luckily, no one was injured or killed when the wall collapsed. This expense was not approved by the Homeowners.*
- e. *It is believed that the Junta Lawyer has been paid by the Developers to support their position using Homeowner money. Mr Carlos Escobar sits here today funded totally*

*by the Homeowners. The Developers are not funding his presence at all. We would like to know whether his family (father-in-law) is involved in the company called Cortijo Greens SL – the company that has had an impressive stone retaining wall and drainage system funded by the Homeowners. Is this where the €60k loan was spent? Could Mr Escobar confirm whether any of his family members has an interest in Cortijo Greens SL?*

- f. Over the past two years, some € 16,000 of Homeowner money has been used to fund experts, lawyers, family members and architects for the Developers – this is not a maintenance & conservation expense and homeowners have not received any benefit from this misappropriation of their money. Is this where the €60k loan has been spent?*
- g. Almost €11,000 was spent on Landrover repairs in 2022 and a further £3000 in 2023, all routed through Ramos Garcia construction company. In 2020, a further €6,400 was spent on repairs. This has become a running joke.*
- h. If that wasn't bad enough, about €1000 was spent repairing one of the Junta worker's private vehicles in 2020 using Homeowners Maintenance and Conservation funds. This was not authorised by the Homeowners. The Employee is very well paid and also seems to benefit from using the Landrover for home work home travelling which racks up about 4000km per year together with the associated diesel costs. Is this where the €60k loan has been spent?*
- i. The full cost of Bank Guarantees for the Developers (Guarantees that they will complete the development) is being passed onto the Homeowners by the Developers (€1600 per year). This is not a Maintenance & Conservation expense.*
- j. The €15000 annual Administration contribution is a disgrace. It is an amount that is self-awarded by the Treasurer to himself using his Block Vote.*

***For the above reasons, the 2022 and 2023 Accounts cannot be approved.***

**BUT**, the Accounts will have been approved because the Developers will have approved them with their 46% block vote.

## **6. Approval of debt settlement starting via enforcement for the collection of debts from debtors owners (arts. 6 and 33 Statutes).**

The HOA Lawyer addressed this and an animated discussion followed, which was too difficult for the Translator to keep up with in full.

**BUT**, the proposal will have been approved because the Developers will have approved them with their 46% block vote.

## **7. Ratification of the maintenance budget for year 2024**

*A Homeowner pointed out that the annual budget included an item for 'Depreciation' of over €9000 in both 2022 and 2023. You cannot put Depreciation into a budget as it is a non-cash expense. You cannot 'pay' depreciation so the Homeowners should not be charged 'depreciation'.*

Apparently missing the point, Accountant Inmaculada Garcia provided a lengthy explanation in response as to how depreciation was treated for accounting purposes. This lengthy and unnecessary explanation had to be repeated in Spanish and this delay removed all opportunity to highlight the problems with the budget, and the follow up questions.

*A Homeowner pointed out that a new Junta Manager has been appointed by the Developers on the basis that that Homeowners will fund him. With no disrespect to Mr Rodrigo Sanchez, the Homeowners were not consulted about the appointment of this new manager to carry out all the tasks which the Junta Board including Homeowner Delegados should perform. A Manager is not required. This expense was not authorised by Homeowners and is an illegal expense.*

This resulted in a further outbreak of gabbling at the top table which prevented any questions from taking place for some time. The Homeowner had to ask them to stop talking over him, and pointed out that no one talked over them when they were speaking.

*Another Homeowner made the effective point that the running expenses for 2022 were €40,983 including exceptional costs and inappropriate costs such as improvements to drainage and walls on privately owned land. The running expenses for 2023 were €195,872. Why does the Junta suddenly need €272,800 in 2024?*

The response was "Oh, its just a budget".

**BUT**, the Budget will have been approved because the Developers will have approved it with their 46% block vote.

## **8. Ratification of the application of water supply and consumption rates**

The new Manager, Rodrigo Sanchez, revealed for the first time that the JDC intended to charge Homeowners standard Galasa water rates.

The Treasurer again bounced up to say that this was 'to avoid problems in future' and 'it was all the same as collecting maintenance and conservation fees' as it all went into the same budget.

*A Homeowner pointed out that it was 'all the same' as it was all money used to pay for 'maintenance and conservation' of the infrastructure so there was no need to charge for water. This was lost in the noise.*

The HOA Lawyer addressed this and an animated discussion followed, which was too difficult for the Translator to keep up with in full.

*A Homeowner pointed out that the Junta de Compensacion was not a Water Company. It was acting outside its powers of authority and it had no right to sell water to Homeowners that it got for free and did not buy in.*

**BUT**, the proposal will have been approved because the Developers will have approved it with their 46% block vote.

## **AOB**

Upon the President calling for AOB, the Treasurer Jose Jerez immediately scuttled off to the exit at speed. It did not go unnoticed.

A Homeowner asked the President:

*If you are so insistent on working according to the 1993 Agreement where Homeowners pay for the Maintenance and Conservation, why was it that you were asking, no rather “demanding”, €250,000 from the Homeowners a few years ago to pay for transformer infrastructure?*

The President gazed into space and then asked if it was Euros or Pounds. It was confirmed to be euros.

It was then asked, “Was this many years ago?”. It was confirmed to be only a few years ago.

The President gazed into space. The Top Table obliged by entering into discussions with each other in a general orchestrated hubbub of noise.

The Homeowner said “*Just answer the question*”.

The apparent need for a response dissolved away.

Another Homeowner asked the President:

*If you are working to the 1993 Agreement, will the Developers be paying for all the future transformers that are required in Cabrera?*

*The President replied that ALL Owners will have to pay for the transformer infrastructure. There are no “Developers”. They have all died. The President said that he was not a Developer, he was just a Landowner.*

*The President seemed to have absolutely no idea of the implications of what he was saying. Effectively he was saying that there were no Developers left alive to honour their side of the so-called 1993 Agreement or finish off the development. Someone needs to explain “Subrogation” to him and the contents of the Plan de Compensacion (PDC).*

The message from the Developers to the Homeowners seems clear:

1. We are going to charge you illegally for all the maintenance & Conservation costs.



2. We are going to make you pay for Infrastructure costs as well because we are all 'Developers' now
3. We are going to do this by abusing our 46% block vote every year.

A Homeowner persisted:

*How many transformers are there in Cabrera, Mr President?*

The President answered "Two" and held up two fingers. Someone prompted him from the side and he changed the answer to three.

Having returned at this point, Treasurer Jose Jerez jumped up in front of the stage and was flapping his arms up and down by his side like a demented dodo trying to take off! "We are an urbanisation in a period of transformation" he shouted.

The Homeowner stated:

*"Its not transformation. Its called 'misappropriation of money, Jose", "Where is the transformer in La Pilica located?"*

The Treasurer responded "You can find out for yourself. I am not going to tell you. I have heard from people the bad things you say about me. You need to ask civilised questions".

The Homeowner replied *"Well, here is a civilised question for you, Jose - where is the transformer in La Pilica located?"*

There was no response from the Treasurer and the Homeowner continued *"Does that mean that the transformer in La Pilica does not exist at all?"*

With that AOB was concluded and the Top Table excitedly started assessing the votes like a collection of gannets around a tin of sardines as if there was any question as to what the outcome would be!

And that was the conclusion of the annual Junta de Compensacion de Cabrera 3<sup>rd</sup> world shit show.

**OPEN CABRERA**

[www.opencabrera.com](http://www.opencabrera.com)