

STATUTES OF THE CALAHONDA PARK HOMEOWNERS ASSOCIATION

CHAPTER I

SCOPE OF APPLICATION

Section 1: The present Statutes, drawn up in accordance with current legislation, are designed to specify the rights and obligations of the owners of the Calahonda Park Community, located in Urb. Sitio de Calahonda, Mijas Costa, Málaga, in order for the common interests to prosper based on fairness and equality.

The Community is obliged to carry out the necessary works for the proper maintenance of the complex and its services in a manner that complies with the correct conditions in relation to its structure, essential services, habitability and safety.

Section 2: All owners, present and future, whether individuals or legal entities, are obliged to comply with these Statutes and all laws in force concerning condominium property which will be applied in the case of situations not included in these Statutes, whatever the origin of ownership may be.

Section 3: The present Statutes are of indefinite duration, starting the day following their approval by the owners, convened in a general assembly for that purpose.

Although accepted as being valid indefinitely, the Statutes can be modified, extended, shortened or annulled in whole or part, whenever experience shows to be favourable to common interests, through accepted legal procedures and in accordance with the contents of these Statutes and the laws in force regarding condominium property.

CHAPTER II

DEFINITION OF PROPERTY

Section 4: Each property is made up of two parts: private property and common property.

1.- *Private Property:* This includes full possession and use of the dwelling, whatever the origin of ownership may be as described in the corresponding title deed with its architectural elements and all types of installation, visible or not, within its boundaries and which are exclusively for the use of the owner, as well as any auxiliary property mentioned specifically in the title deed, even if situated outside the boundaries of the defined limited space.

2.- *Common Property:* This comprises of green areas, pools, drains, water pipes, inspection holes, absorbers, manholes, low tension electricity mains,, street and wall lights, etc and in general all services and facilities which are of common use and enjoyment.

Section 5: It is hereby placed on record that included as *private property* are the networks and conduits for electricity, water, sewage and the like from the point of connection with the mains, even if the point may be located outside the private property, up to the point of distribution of the various services inside the dwelling.

CHAPTER III

MEETINGS OF OWNERS

Section 6: The Homeowners Association, duly formed at a general assembly, is the highest authority of and for the Community with powers to deliberate, decide, dispose, oblige, restore, remove, designate, dismiss, etc, and its validly adopted decisions and agreements are obligatory and mandatory for all owners, including those who disagree, are absent or incapacitated.

Without prejudice to what is stated in Section 25, the Meeting of Owners is comprised of all the title holders of the properties forming the Community, signifying one title holder per property, so that in the event of there being several joint owners, only one of them shall attend the Assembly, previously designated by the joint owners in writing and unanimously. The remaining joint owners will not have legal representation in the Assembly and therefore not have the right to vote.

In the event of the property being owned by a legal entity, the person duly representing the same shall be considered as title holder.

Section 7: The General Assembly of Owners shall elect from amongst their members a President, Vice-President, Secretary and Treasurer.

The Assembly may also agree to the designation of a representative for each of the blocks built, who shall attend the meeting of the Governing Committee on behalf of those block owners. Block representatives must be owners of the block they represent. The Block representatives will inform the Governing Committee of any problems or issues concerning their block and assist in the solution of the same. The Block Representative can also inform the Governing Committee of any complaints or suggestions made by the owners in their block. Therefore, the block representatives are a means for consultation and information, however under no circumstances are they empowered to make any decisions or enter into an undertaking of any kind without prior consent of the Governing Committee of the Residents' Association.

The Administrator can be an owner or person from outside the Community.

The aforementioned appointments will be for a period of one year and may be tacitly renewed for equal periods.

However, they may be removed prior to the termination of their period in office by means of an extraordinary general meeting summoned for this purpose.

Section 8: The posts held by the owners are honorary, without any kind of remuneration for representation or any other concept. They shall only be reimbursed for the expenses and payments that can be duly accounted for.

CHAPTER IV

THE PRESIDENT

Section 9: The President, as head and legal representative of the Community, shall represent it in all acts or business affairs, public or private, criminal, administrative litigation, labour disputes, etc, before authorities and organisations of all kinds on a State, Region, Provincial and Local level, before

legal entities, individuals and so on.

For such purposes, the President shall be considered as being invested with as wide and sufficient powers as the Law requires, being empowered to appoint lawyers and court solicitors to defend and represent the Community both in and out of court.

The aforementioned powers have been indicated only as a possible list and are not limited thereto.

Section 10: The President will be selected from among the owners by election. The appointment as President is mandatory however the selected owner can request from a judge to be replaced within one month giving the reason(s) for the rejection. A judge will make a decision and can appoint an owner to replace the President until a new election is held within the period stated by the judge. The judge may also decide when the assembly cannot appoint a President for any reason.

The post of President cannot be declined and its acceptance is obligatory for one financial year. If he/she should be re-elected, he/she may choose to decline.

Section 11: In consideration of the representative position given by the Residents' Association, the decisions made by the President will be of managerial character.

Any owner who feels prejudiced can appeal such decisions before an assembly of owners or the competent judicial authority, being obliged to comply with what has been directed until a decision revoking the same is passed.

Section 12: The President has the authority to summon a general meeting of owners in the Residents' Association, be it ordinary or extraordinary, and set the date, time and place of the meeting, the agenda for the meeting, and to chair the meeting and direct the debates, to suspend or propose the dismissal of other members of the Committee, to impose or condone fines, and in general, to abide by these Statutes and ensure their compliance, as well as legal precepts and valid agreements of the assembly, and to take all kinds of preventative measures for the most favourable development of common interest.

The President is responsible for his/her actions and decisions before a general meeting of owners.

CHAPTER V

VICE-PRESIDENT

Section 13: The Vice-President will work together closely with the President whom he shall replace in cases of absence, illness and so on.

When acting in place of the President, the Vice-President shall have the same authority and obligations as the President, however he cannot revoke any decisions made by the President unless the enforcement of such decisions involve a clear and unjustifiable detriment to the Community.

The position of Vice-President shall be subject to the rules set out in Section 10 of these Statutes.

CHAPTER VI

THE SECRETARY

Section 14: The Secretary will certify the agreements made by a meeting of owners and the

President and in his/her capacity to:

A.- Issue all certificates in relation to the Community, which must have the signed approval of the President.

B.- Prepare notifications for ordinary and extraordinary meetings in accordance with instructions received from the President.

C.- Deal with correspondence, except for that can be better dealt with by the Administrator for the better management of the Community, according to the instructions received from the Residents' Association or the President.

D.- Draft and present petitions and documents to the corresponding organisations and authorities according to instructions received from the Residents' Association or the President.

E.- To have joint custody with the Administrator over all the documentation belonging to the Community, with exception of those concerning income and expenditure, and to keep all summons, letters, proxies and other documents related to the Residents' Association for a period of five years.

CHAPTER VII

THE TREASURER

Section 15: The Treasurer, with the assistance of the Administrator, has the express authority to:

A.- Carry out, jointly with the Administrator, all agreements made with regards to works, make and receive payments and issue corresponding receipts.

B.- Have custody over the funds of the Community, together with the Administrator, accounting for income and expenditure, and filing and keeping receipts.

C.- Present the accounts annually to an general meeting and as often requested by the President or Residents' Association.

D.- Make available, with the Administrator, the receipts and accounting books to the owners whenever required by the President or Residents' Association.

CHAPTER VIII

THE ADMINISTRATOR

Section 16: The Administrator has the following responsibilities:

A.- Supervise the smooth running of the Community, its installations and services, and to this end, give appropriate notice and warnings to owners.

B.- Prepare in advance and submit to the Committee a budget for foreseeable expenditure and the necessary means to cover them.

C.- Deal with the upkeep and maintenance of the Community, arranging ordinary repairs and special emergency repairs, informing the President or owners.

D.- *In conjunction with the Treasurer, carry out decisions made in relation to works and make and receive payments.*

E.- *Act as Secretary, if that is the case, with the Secretary to keep all community documentation available to owners.*

CHAPTER IX

FINANCIAL RESOURCES

Section 17: All owners are obliged to contribute towards the general costs for the proper maintenance of the complex, its services, obligations and responsibilities which cannot be individualised, in accordance with the share stated in their title deed or agreed on.

Apart from the aforementioned costs, owners are obliged to contribute, in accordance with their share, the funding of a reserve fund which will be used for the conservation and repair works in the complex.

The aforementioned reserve fund, whose ownership rests on the Community, cannot be less than five percent of the last ordinary budget.

The fund may be used for an insurance contract to cover damages caused to the complex or a permanent maintenance contract for the complex and its installations.

Section 18: All amounts collected will be deposited in a bank or savings bank determined by the Residents' Association in an account under the name of the Residents' Association with joint signatures of the President and Treasurer for withdrawing funds.

The aforementioned President and Treasurer must designate a representative with the approval of the Residents' Association. The aforementioned representative can sign cheques for an agreed limited amount.

In regard to any funds spent to deal with unexpected and urgent obligations which cannot be covered from the funds for expenses, the President will decide the manner in which to return the funds and inform the Residents' Association of the actions carried out.

Section 19: The annual accounts will be prepared by the Administrator with a balance sheet showing assets and liabilities.

In accordance with the share of each owner, the deficit or surplus of each shall be determined, if that is the case, and the difference demanded or refunded.

Section 20: The following methods will be used for the collection of fees:

A.- The budget will be divided into two main types of expenditure which in turn will be divided as shown below to establish the share corresponding to each owner.

A 1.-The expenses which can be individualised according to a specific apartment or group of apartments will be charged exclusively to the same.

A 2.-All the remaining costs will be given in accordance with the distribution of expenses described in section 49 of these Statutes.

All expenses which cannot be related to one or several apartments or premises, will be considered to be general expenses. The non-use of a service does not release the obligations of the owner.

The amount owed by each owner, in accordance with each of the categories shown above, will be added together and presented in one sole invoice for payment.

B.- Payment is to be made half-yearly in advance, after having been notified by the Administrator beforehand.

If in the payment has not been made within seven days of the date of issue of the invoice, a surcharge of twenty percent will be added, together with all the future expenses which may arise from the collection procedure.

If the debt is not settled within thirty days, legal proceedings will be taken against the owner, in accordance with procedures stated in the Law of Condominium Property or any other legal proceedings which is considered suitable for such purpose.

C.- Payments will be made upon receipt by bank transfer or direct deposit in the Community accounts opened for this purpose in a bank or savings bank. In this regard the name of the bank and account number shall be notified to all owners.

D.- Notice to debtors will be made by means of certified notifications in accordance with section 36 of these Statutes.

Section 21: The Annual General Meeting shall appoint an auditor to audit the accounts of the financial year.

The person appointed must hold an official qualification as an accountant and may not belong to the Community nor be directly employed by the Administration of the same.

CHAPTER X

THE MEETING OF OWNERS

Section 22: The Residents' Association shall meet at least once a year to approve the budget, accounts and on any other occasions when considered appropriate by the President or a quarter of the total number of owners who at the same time represent 25% or more of shares.

The summons will be made by the President or, in case of absence, by the promoters of the meeting which fulfil the requirements set out in the previous paragraph. The summons shall include the meeting agenda, the place of the meeting, the day and time that it will take place on the first and second call, and a list of debtors containing the warning that they will not have the right to vote under the conditions of section 25 of these Statutes.

The summons for the Ordinary and Extraordinary meetings will be made by registered mail in the manner indicated in Section 36 of these Statutes or by personal delivery with acknowledgement of

receipt or by e-mail.

In the case of personal delivery, the summons will be made in duplicate and a copy of which will be signed by persons residing in the complex who receive the summons in this way.

The notification of the Annual General Meeting will be made at least 30 days prior to the date of the meeting, and for Extraordinary meetings sufficient notice will be given to allow all the interested parties to receive it in good time.

The Residents' Association may hold a valid meeting even when such has not been called by the President, whenever all the owners are present and so decide.

Section 23: Ordinary Annual General Meetings will be held within 60 days of the closing of the financial year, when the annual accounts will be examined and approved. If such approval is forthcoming, the budget for the new financial year will be studied and the community fees to cover expenditure will be set, together with the appointment of new officers.

Section 24: The meeting agenda for extraordinary meetings shall state the reason for the meeting and any other items the President considers opportune.

Any owner can request that the Residents' Association considers and decides on any matter of interest for the Community. Such request must be in writing sent to the President stating clearly the item(s) that he/she wishes to be discussed and these items will be included by the President at the following meeting of owners to be held.

Section 25: Owners who are in debt to the Community at the start of a meeting and have not judicially opposed their debt, or proceeded to the judicial or notarial deposit of their debt, or have not made a written agreement with the community to settle their debt, will be able to participate in the meeting but will not have the right to vote. The minutes of the meeting will show the names of the owners suspended of their right to vote and neither the person nor his share will be calculated in relation to the majority votes required in these Statutes.

Section 26: The General Meetings will commence with the identification of all the members present, thereafter establishing whether or not the number of owners present and shares represent 50% or more, respectively. In the case of not having the aforementioned quorum, the meeting must be postponed until the time of the second call, which will then be valid irrespective of the total number of persons present and their total shares; in such a case, the agreements must be adopted by majority or unanimity by those attending.

Section 27: The President, assisted by the Secretary, shall chair the meeting, directing the debates and putting to vote those matters which do not have unanimous agreement.

Section 28: Once the meeting is called to order, the President shall recognise the speakers strictly by turn, giving each owner the opportunity to express what he/she feels is worthwhile, but with the authority to interrupt a speaker if the discourse is irrelevant or adds nothing to the topic in hand.

The owners may attend the meeting and be represented by their solicitor, without the right to speak although he/she can speak on behalf of his/her client however in this case the owner will not have a turn.

Section 29: It is prohibited to disrupt the meeting's orderly progress, and the President has the

authority to impose penalties on those who does not maintain due discipline.

Section 30: Agreements must be made by majority or unanimous vote in accordance with laws in force regarding condominium property and votes may be taken by a raise of hands or in secret.

Decisions to rectify or change these Statutes, the title holders or shares, must be adopted by unanimous vote by all the owners of the Community. Those who are not present at a meeting or are in disagreement, shall have a period of 30 days counting from the date of notification, made by recorded delivery, in which to give their decision.

Section 31: The agreements made by a meeting of owners will take effect from the day they were agreed, however without detriment to the rights of owners to oppose the same under Section 51 of these Statutes.

Section 32: The agreements made in a meeting of owners will be transcribed into the official minutes book with numbered pages and official stamps and seals. The following shall be recorded:

A.- *The number of the minutes*

B.- *Place and date of the meeting..*

C.- *The caller of the meeting or the owners that instigated it.*

D.- *Time and type of meeting being either ordinary or extraordinary, and whether the meeting took place on the first or second call.*

E.- *The person who chaired the meeting and the Secretary who assisted.*

F.- *List of attendees and their respective posts, represented owners, showing in all cases their participation share.*

G.- *The meeting agenda.*

H.- *The agreements made, stating the names of owners who vote in favour or against in cases where it is relevant for the validity of the same and the participation share they represent.*

I.- *List of owners not allowed to vote in the cases mentioned under section 25 of these Statutes.*

J- *The time the meeting closed.*

The minutes must be closed on finishing the meeting or within ten days with the signatures of the President and Secretary.

The minutes will be circulated to the owners in accordance with the procedure established in Section 36 of these Statutes.

Mistakes or flaws in the minutes can be rectified provided that the minutes show the date and place of the meeting, owners attending the same, present or represented, and decisions made, indicating the votes in favour or against, as well as the participation shares and it is signed by the President and Secretary. This correction must be made before the following meeting which must ratify the

aforementioned correction.

Section 33: If due to the length of the debate the hour becomes late and matters on the agenda have not yet been dealt with, the President, on his own decision or at the request of 25% of those present, may postpone the meeting for another day and time, and in a place to be decided on, this decision being duly noted in the minutes.

Section 34: In the event of the meeting not agreeing on a second meeting, the President can submit the matter or matters to a competent judge for decision.

Section 35: Once valid decisions have been made in an assembly, they cannot be revoked either wholly or in part except by a general meeting convened for that purpose.

CHAPTER XI

THE OWNERS

Section 36: The fulfilment of these Statutes is obligatory for all owners present or future, as well as agreements made in general meetings, directives of the President or requirements made by the Administrator or Treasurer within the scope of their authority and laws in force regarding condominium property.

In order to facilitate the observation of these Statutes and applicable laws and to enable any necessary action to assure compliance with the aforementioned laws, every owner is obliged to inform the Secretary of the Community, by any means which enables confirmation of receipt, of an address in Spain or e-mail address for summonses, notifications or any other kind of correspondence related to the Community. In the event of this communication not being given, the address for summonses, notifications and other correspondence shall be the property in the Community which appears under the name of the member. If any summons or notification to the owner at that address established in the previous paragraph cannot be delivered, the same will be notified by posting the communication on the Community noticeboard or in a visible place of common use installed for this purpose, including details of date, reasons why notification has been carried out in this way and signed by the Secretary with the approval of the President. Notification carried out in this way will take effect for legal purposes after the period of three days.

Section 37: Every owner shall be responsible for damages and harm caused to the Community, another owner or to a third party by him/herself, his/her family, employee or visitors. In case of damage caused by tenants, any fine for offence will be the responsibility of the owner.

Section 38: The following activities are totally forbidden and will be considered a violation of these Statutes:

A.- Pouring or spilling clean or dirty water, or any other kind of liquid onto community property, or dumping paper, waste, furniture or goods onto community property.

Domestic and garden rubbish must be placed in closed bags in the collection area in Calle Almeria or any other area previously designated for this purpose.

B.- Minors playing or remaining on private or community property if in doing so causes bothersome noise or disturbance to other owners.

C.- *Making noise of any kind, including excessive volume of radio sets, TV sets, etc, when said noise extends beyond private property, especially between the hours of 10.00pm to 8.00am.*

Noise coming from private property as result of construction work must cease at 6.00pm and cannot commence before 9.00am.

D.- *Carrying out works or repairs outside of private property, including decoration, without the prior consent of a general meeting of the Residents' Association.*

E.- *Putting up signs, plaques, notices or advertisements of the facades of the apartment blocks or commercial premises, whether for professional or commercial businesses, without the prior consent of a general meeting or President of the Residents' Association.*

F.- *Renting property to persons of dubious conduct or morality.*

G.- *Having parties with dancing and singing without previous permission.*

H.- *Hanging out washing or other items to dry on the terraces or outside areas which detract from the appearance of the complex.*

I.- *Playing ball or other games in the corridors, stairs, lifts and terraces.*

J.- *Allowing minors to use the lifts unaccompanied by an adult.*

K.- *Carrying activities forbidden in these Statutes which be described as causing a nuisance, unhealthy, harmful or dangerous. Included in this description, as examples, are skateboarding, roller-skating, riding bicycles or any motorised vehicle on the pedestrian paths and keeping dogs other than guide dogs for the blind in the complex.*

L.- *Storing in large or small quantities inflammable materials without previous authorisation from the Residents' Association.*

M.- *Failure to comply with ordinances of the Sitio de Calahonda housing estate since the Calahonda Park residential complex forms part of the same. A copy of these ordinances will be kept available at the Administrator's office.*

N.- *The apartments can only be used for residential purposes and it is expressly prohibited to install in the same schools, private schools, guest or boarding houses, businesses, offices, clinics or medical practices of any kind, and any business which requires the installation of motors or machinery which could disturb the neighbours and in general all those activities which involve the constant traffic of people who do not belong to the community. The rental of apartments under the time-share system is expressly prohibited.*

Ñ.- *The owners, tenants or users of the garages and storerooms in the basement of block E of the complex do not have the right to use the pools, gardens nor other common areas of the Community with the exception of the footpath between Block E and the front of the complex. It is expressly prohibited to store flammable materials such as petrol, batteries, etc, in the garages and storerooms. Carrying out repairs to vehicles, running or installing any commercial activity in the garage, storeroom and surrounding areas is prohibited.*

O.- *Causing damage to community property. In case of damage caused by tenants, any fine for offence will*

be the responsibility of the owner.

2.- The President of the Residents' Association, on his/her own initiative or at the request of any owner or occupant, will demand the person carrying out the prohibited activity to immediately stop infringing the Statutes with the warning that legal action can be taken.

If the offender continues with the violation, the President with previous authorisation given to him/her by a meeting of owners called for this purpose, can start legal action against the offender which will be conducted according to the proceedings for a hearing and the rules herein contained.

Once the case is presented, supported by proof of notification given to the offender and formal approval by the Residents' Association, the judge can agree to issue an immediate injunction to stop the prohibited activity with the warning that non-compliance of this order will be a contempt of court. The judge may also decide on any appropriate action that may be necessary to guarantee the effect of the injunction. The lawsuit will be directed against the owner and, if it the case, against the occupant of the apartment or premises.

A sentence approving the claim may also permit compensation for any damages caused and prohibition to use the apartment or premises for a maximum period of three years according to the violation and damage or harm caused to the Community. If the offender is not the owner of the property, the sentence may also terminate all his/her rights in relation to the apartment or premises and order immediate eviction.

Section 39: Owners are obliged to respect the following rules:

A.- Swimming Pools: The communal swimming pools are regulated by law and common sense. Pool users must observe the following regulations:

- 1) *A shower must be taken each time one enters the pool.*
- 2) *Children must be accompanied by a responsible adult.*
- 3) *No glasses or bottles may be taken to the pool area.*
- 4) *No rough or dangerous games may be played around the pool.*
- 5) *All personal belongings must be collected when leaving the pool including items such as cigarette ends and packets, plastic bottles and so on.*
- 6) *Swimming is prohibited when the pool is being cleaned.*
- 7) *Swimming is prohibited for anyone suffering from a contagious disease.*
- 8) *Swimming at night is dangerous and therefore prohibited, especially once the spotlights have been turned off.*
- 9) *Air-beds or other similar inflatable objects are prohibited in the pools. Boats cannot be used in the pools.*
- 10) *Swimming while wearing a T-shirt or any other unsuitable clothing is prohibited.*

11) *It is forbidden to use boats in the pool.*

B.- Watering of plants on balconies must be done with due care and attention for the neighbours living on lower floors.

C.- The colours of the sun awnings can be golden yellow, golden yellow with white stripes, orange or orange with white stripes.

D.-Guests visiting owners or tenants can use the facilities in the complex when they are accompanied by the owner or tenant.

Section 40: In the event of an owner failing to observe the rules of behaviour established in the previous section, the President or any of the representatives of the Residents' Association shall notify the offender in writing. If no action is taken by the offender in a period of 28 days after notification, a fine of four hundred euros (400,00€) will be imposed on him/her with a surcharge of 20% interest on fines that are not paid within 14 days.

Section 41: Any disputes that arise between owners in relation to the property or common services should first be dealt with by the parties involved themselves in order to settle a problem.

If no agreement is reached, the matter can be presented to and heard by the Residents' Association in a meeting of owners who shall hear each party separately and make the fairest possible settlement. If that procedure is not accepted, the parties involved are free to go through legal channels.

Section 42: Any owner who observes a defect in the services, or any breakdown or damage to community property should inform the Administrator immediately, in writing when possible, so that the problem can be corrected or repaired.

For this purpose, owners are obliged to allow access to their apartment or premises for repairs and servicing of the complex and grant all rights necessary for the establishment of common services of general interest, with the right to be compensated by the community for damages caused.

Section 43: Any owner that cannot attend a meeting of owners can authorise a person of trust as representative who will have the right to speak and vote for the owner, provided that the represented owner has not been deprived of his/her right to vote.

Section 44: Every owner will have the right to vote and hold office in the Residents' Association, with the position being personal and non-transferable, unless otherwise stipulated in these Statutes.

Section 45: Every owner has the right to personally or through a valid representative inspect the financial position of the Community, to check the receipts of income and expenditure, and check the cashbooks on the Administrator's premises and take note of any findings of interest.

If an owner wishes to have an official certificate, they must request it from the President.

Section 46: All owners shall be provided with a copy of the balance sheet and statement of the accounts before their presentation at a general meeting of owners.

A copy of the balance sheet and budget will be attached to the minutes of every general meeting.

Section 47: The property owners are obliged without exception to accepted the elected auditor, if so agreed by a general meeting of owners, to undertake the audit of the accounts for a particular financial year.

Section 48: The rules of conduct of the Residents' Association should be placed in a prominent and visible place in each apartment.

CHAPTER XII

THE DISTRIBUTION OF COSTS

Section 49: The community expenses shall be all those referring to the maintenance, upkeep and, where appropriate, improvements to the Calahonda Park residential complex as a whole and to the blocks forming the same.

The distribution of community expenses among the various blocks will be calculated in accordance with the following formula:

$$\% \text{ Block} = \frac{\text{Usable area of building} + \text{area occupied by the building}}{\text{Total usable area} + \text{area occupied by buildings}} \times 100$$

Therefore, the shares corresponding to each block will be as follows:

BLOCK A:	16,00 %
BLOCK B:	8,00 %
BLOCK C:	22,80 %
BLOCK D:	9,20 %
BLOCK E:	23,00 %
BLOCK F:	21,00 %

The share of the community costs in relation to each apartment will be calculated by applying the percentage share which corresponds to each apartment within that block to the amount of expenditure for the same, in accordance with the condominium division of the building.

In accordance with what is disposed in Section 20 of these Statutes, the expenses which can be individualised for an apartment or group of apartments, such as the expenses of a lift, will be paid by them in accordance with their corresponding share in their block.

Section 50: The vendor of an apartment or premises in the Community is obliged to inform the Secretary of any change in the ownership of the property by any means which allow confirmation of receipt. In the case of this obligation not being fulfilled, the vendor will be jointly responsible with the new owner for any debts to the Community which become due after the transfer of ownership, without prejudicing the Community's right to claim against the new owner.

The taker of an apartment or commercial premises in the Community, even with his/her title deed registered in the Property Registry, will be responsible for any amounts owed by the previous owner to the Community for general expenses up to the limit of the year of acquiring the property and the year before. The apartment or premises will be legally liable for complying with this obligation.

CHAPTER XIII

APPEALS

Section 51: The agreements made by meetings of owners can be contested in court, in accordance with procedural law, in the following cases:

- a) *When said agreement are against the Law or Statutes of the Community.*
- b) *When said agreements cause serious adverse effects to the Community for the benefit of one or some owners.*
- c) *When said agreements cause a serious adverse effect to an owner who is not legally obliged to tolerate it and who is not abusing this right.*

Agreements may be challenged by those owners who have expressed and recorded their vote in the meeting, absent owners and those owners who have been incorrectly deprived of their vote. In order to contest the agreements made by the meeting of owners, the owner must be current with all amounts owed to the Community or have previously deposited the amount due at court. This rule will not be applied for challenging decisions made by a meeting of owners in relation to the establishment or alteration of the participation shares referred to in Section 49 of the present Statutes.

The action will lapse after three months from the time of the decision being made in a meeting of owners with exception to cases of decisions which are against the Law or the Statutes in which case the action can be presented within a year. In relation to absent owners, the period will start from the communication of the decision in accordance with Section 36 of these Statutes.

Challenging decisions made by a meeting of owners will not stop the enforcement of the agreements unless the judge decides so, as a precautionary measure at the request of the plaintiff and having heard the Community.

CHAPTER XIV

FINAL REGULATIONS

Section 52: All owners acknowledge the right of the President to inspect private properties when works or repairs are being carried out in the same if it is suspected that common services or installations are being used improperly.

Section 53: The Calahonda Park Residents' Association, governed by these Statutes, is formed by each and every apartment of the complex, independently from the block where located. Therefore, shared expenses to be included in the Community budget will be all expenses of common interest, with the exception of elevator expenses or any other that may be individualised by a decision of a general meeting of the Community.

Consequently, The Calahonda Park Residents' Association is formed by and represents each and every apartment of the complex. The formation of an independent community for one or more of the blocks will require unanimous approval by all the owners in the complex. Under no circumstances may a block community be formed without the previous and unanimous approval by a general meeting of the Calahonda Park Residents' Association.

CHAPTER XV

TRANSITORY REGULATIONS

Section 54: The Calahonda Park Residents' Association is formed by blocks A, B, D and E already built in the complex. In accordance with the agreement reached with Banco Bilbao Vizcaya, in its capacity as owner of the undeveloped land, the other blocks will be incorporated into the Calahonda Park Residents' Association from the moment of obtaining the termination of construction certificate or earlier occupation, and from that moment they will be obliged to comply with these Statutes and contribute towards common expenses according to the system of shares previously mentioned.

Section 55: The reserve fund mentioned in Section 17 of these Statutes will be created with an amount no less than 2.5% of the current budget of the Community for the first year (1999). When the budget for the following year is approved, the reserve fund must reach the minimum amount mentioned under Section 17.

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