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**From:** Open Cabrera <OpenCabrera@outlook.com>  
**Sent:** 13 February 2020 11:46 AM  
**To:** juntadecompensacion@hotmail.com <juntadecompensacion@hotmail.com>  
**Subject:** JC\_0013 - Junta Letter dated 12/2/20 and Accounts Queries

Dear Junta

We have received your letter of 12 February 2020 which campaigns for the status quo to be retained in spite of the Court Judgment of 13 December 2019 stating that this would not be a legally acceptable way forward.

The Junta letter repeats the ideology that has been promoted since the very first developer ran into financial difficulties back in 1993. It mentions the old mantra that "It is only the application of the 1993 agreement that has allowed Cabrera to survive".

This, of course, is simply not true. In fact it could be argued, "It is only the provision of Home-Owner money since 1993 that has allowed Cabrera to survive".

This money ensured that the services were all in place and maintained (roads, electrical connections, water supply) for the Land Owner Developers to use to in order to profit from the construction of every new home since 1993. This construction activity was surely not without considerable wear and tear so it is concerning to read that "The owners of large areas of wild open mountain land clearly make no demands on the urbanisation services and it would be morally unfair to expect them to contribute". The new homes were surely built on the 'wild open mountain land'.

It is said that the "1993 Agreement" was supposed to separate the infrastructure costs and the maintenance costs with the Land owners paying the Infrastructure costs and the Home-Owners paying the maintenance costs. If this is the case, why would it be necessary to have the Land-owners acting as 'Overlords' on the Home-owner maintenance activity and budget to which they do not contribute but have the controlling vote?

If "millions of pounds have actually been put into Cabrera by various developers" as the Junta asserts, why was there any difficulty in simply following the Statutes? There is, of course, no doubt that some infrastructure has been provisioned. However, as so many Home-owners without Endesa electricity know, there is quite a lot of infrastructure missing.

The Junta letter of 12 February 2020 is designed to spread fear among the Home-Owners in a somewhat desperate attempt to cling on to the status quo. It states that "It should be noted that if the 1993 agreement method of maintaining Cabrera **is ever** cancelled, there must be an alternative scheme read to take over immediately or the urbanization will quickly decay if the services are not maintained."

All Owners need to recognize that the 1993 Agreement was 'cancelled' on 13 December 2019 by the Almeria Court.

The Junta then listed 19 items that formed the service provision for Cabrera. These items should be no cause for any alarm at all as the Home-owners have **FULLY** funded these services since 1993 in any event. It is only the financial model that needs to be changed to become compliant with the

Law. Home-Owners will obviously need to make up any shortfall if there are any 'non-payers' but this is something that they have always had to do (even going as far back as 1993!).

There appears to be a dawning realization on the part of the Junta that change is inevitable. The Junta have made mention of the "current tried and tested financial system" and invited suggestions.

Therefore, as part of the transition process, it would be helpful if the Junta could provide detailed answers to the financial queries posed by OPEN CABRERA on the FY18 accounts on 6 January 2020.

This would help Owners to understand where efficiencies can be found and where operational improvements could be made.

To avoid any further delays in obtaining responses, please find a copy of the queries in Spanish attached to this email as requested by the Junta. The English version is also attached for your convenience.

Kind Regards

Jeremy Oliver

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