

Dear Mr Levin,

I too have read your email and wish to direct my experiences and observations to the Junta and Turre Town Hall and the wider homeowners, via the Open Cabrera network.

I have read your email looking at the problem and arguments from a problem solving direction solution rather than a continuum of the position adopted by the small group [*seven but in reality two !*] of the original promoter land owners [*named in the 1991 Statutes and representing ownership of 92.94% of the plan area and de facto 92.94% of the voting rights – prior to adjudication and the share of circa 30% of the land area being provided to the TH, free of charges, in accordance with the compensating procedures described under Rule 3 b) of the Statutes*] of the Poligono 1 urbanisation plan and project as referred in the illegal Minutes of the 1993 Ordinary General Assembly [GAM] of the Poligono 1 Compensation Board, sector r-3 of the Turre Subsidiary Planning Regulations, CORTIJO CABRERA.

Las empresas promotoras tienen en su propiedad:

Urbanizacion•Cabrera S.A.	62,06	%
Active Retirement Villages Ltd.	6,64	%
David Bryant Bowling Centre S.A.	1,33	%
Cabrera M.G.- S.A.	7,84	%
Promociones Matalx	12,47	%
Ftprtview-Properties, Ltd	1,51	%
Promociones Mojacar, Vera y Garrucha S.A.	1,09	%
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TOTAL	92,94	%

The continuing problem is these two gentlemen are represented as members of the Junta in the respective roles of President and Treasurer and they set the agenda and direction of the General Assembly Meeting and as a result 'de facto' leave out and ignore the elements enshrined in the Statutes dealing with the progress and funding of the infrastructure works to be progressed by the land owners.

It is also relevant and should be remembered the Compensation Statutes do not include for the transfer of maintenance until the infrastructure services are installed, commissioned and signed-off as being fit for purpose, after inspection by the Turre Town Hall and only then should building licenses be issued by the TH.

Please refer Article 39 – Dissolution & Liquidation; which states “*The Junta will be dissolved when the urbanization of the Poligono [1] and where called for, its buildings, have been completed and it is replaced by the corresponding maintenance, [conservation contractor]* organization subject to its Statutes as set out in rules of conduct (Rule 16)”.

This is the problem being encountered by the two major landowners [who sit on the Junta] and who, it appears, and as a matter of fact do not have the funds to continue with the necessary MEP works infrastructure in particular.

Hence why they have been trying over the last couple of years to get the homeowners to pay out circa 250,000 euros, under the illegal maintenance contract they have managed illegitimately for the last thirty odd years to pay for two transformers they alone need to purchase so that they may progress with some of their infrastructure works including the MEP infrastructure in the land sectors as identified on the Architects drawings.

Please note further transformers will be required to complete the whole urbanization project This should not detract from your good words and the proposed pathway you outline to cancel the 1991 urbanization plan, together with the associated compensation contract and the associated management role currently exercised and abused by the present Junta Management Team.

I support the proposal whole heartedly.

To be clear however there are two conversations going on here.

The first, and the reason why the Junta de Compensation are mandated and involved, is their ‘project management’ role in the Cabrera Urbanization Development Plan, which was

promoted by a group of seven major land owners to deliver under the Compensation contract, chosen by the them and Turre Town Hall, and to be delivered at these land owners' expense, to the point of completion of the associated services infrastructure.

The Junta's role and responsibility in all these matters is mainly one of collaboration and the reporting of progress as guided and set down in the associated Statutes [1991: Spanish and 1994: English Translation].

These Statutes [1994] refer; Article 39 – Dissolution; determine that “The Junta will be dissolved when the Urbanization of the Poligono and, where called for, its buildings, have been completed and it is replaced by the corresponding maintenance organisation (*Conservation Contract*) subject to the approval of its Statutes as set out in rules of conduct (Rule 16).

Rule 16 – Preservation of the Urbanization states under para one, “Until the moment of dissolution or winding up of the Junta, the maintenance of the urbanization will be the responsibility of the latter: the general criterion of proportionality among the members [ *Art 10 Members: a*) “*those owners of land in Poligono who are listed in the [1991 Statutes] who have founded the project and who represent more than 60% (actually circa 92.94%) of the land area*”].

The issue here, from my point of view, is not the standard of maintenance services or the fact that the homeowners are contributing to it.

The critical issue is that a large percentage of such costs should be paid by the promoting owners named in the 1991 Statutes or their successors by any change of owner, formally registered by the Junta, in accordance with the terms and conditions set down in said Statutes.

The other matter/issue is the non-performance of the Junta and the developing land owners in the delivery of the Urbanization Project.

Put simply the Junta have not complied with their primary objective, obligations and duties as clearly identified by the respective and dedicated and named Articles in the Statutes to register and report the Proposer Land Owner's overall Project progress and their funding arrangements and programme plan for the forthcoming year.

I believe this default is due to the lack of the due diligence required of the Junta and the necessary and required oversight by Turre Town Hall, and caused by the lack of funding by both.

It has to be recognized that the plan has stalled due mainly to a lack of funding by the promoting landowners, and after a period of some 31 years, consideration must be given to the following:

- a) The provision of a new fully developed, costed and funded urbanization plan and programme for Poligono 1, being produced and developed by the Junta in consultation with the existing, formerly registered and approved Promoter Land Owners, and any duly approved the Incorporated Developers (Article 11), if any, for agreement and authorization by the original authorities [Provincial Commission for Town Planning of Almeria and Turre Town Hall] as listed in the Article of the 1991 and 1994 Statutes.
- b) In the absence of (a), for the Junta to present a plan for the organized wind down of the existing Urbanization Project and the transitioning from the associated Compensation organisation to that of a continuing Maintenance 'Conservation' arrangement.

I believe this process would enable the community to proceed in harmony with the existing organisation which, in recent times has shown its commitment and dedication to keeping the roads and kerbs free from land falls caused by the heavy and un-natural rain falls.

Without prejudice,

Gerald Horn