



Dear Mr. Jerez & Board of Delegates of the JDC,

Thank you for keeping us, and our lawyers, working on a Friday night. But don't worry. You can be assured that the "8th HOA" will do whatever it takes to defend the rights of our membership.

We very much appreciate your communication representing the current views and feelings of the JDC. It is so rare that you choose to communicate in such a way, and it allows us the opportunity to provide our own comments supported by the advice and opinions from our lawyers.

We totally understand that you might feel that with all the vast experience you have on the mountain that you might have some advantage over most of us when it comes to obeying the law, but here we beg to differ. A quote from our lawyer:

"The Junta de Compensación is indeed required to comply with the Court Ruling and the Statutes, this implies that the developers have to contribute to the maintenance costs paid for so many years by the neighbors of Cabrera. So far, the JDC keeps quiet about this, and nothing is said about the VERY SIGNIFICANT amount that the developers are obliged to reimburse, and that still has not been paid."

Furthermore, the invoices issued since the court ruling (2022,2023) which you claim to be legal were simply pushed through the Assembly by the Developers abusing their powers of block vote, in itself questionable. Indeed, as these subsequent issued "invoices" have still not been calculated proportional to land ownership (i.e. the developers have not been invoiced), they fail to meet the terms on which they would comply. In fact, had the invoices been issued by the JDC in an official format instead of requesting voluntary contributions we are quite sure that the JDC would be in breach of the court order and would very likely be found in contempt.

LET US BE QUITE CLEAR: AS SOON AS THE JDC OPENLY AND TRANSPARENTLY ISSUES INVOICES IN COMPLIANCE WITH THE COURT RULING, HOA MEMBERS WILL WILLINGLY PAY THEIR FAIR SHARE.

We seek only transparency and compliance. It should not be this difficult.

Regarding the technical report we welcome the circulation of this considerable "impartial" assessment, **paid for by the Cabrera homeowners yet dedicated to the benefits of the developers** in the JDC. As our lawyer points out:

"It is unknown why the Junta de Compensación (or José Jerez), has decided to appoint a General Manager, to control and supervise items, that affect DIRECTLY José Jerez; it is ridiculous and implies once again a flagrant conflict of interests (which brings us back to the origin of everything, i.e., allowing the developers decide the amount to pay for the maintenance costs, to which they were themselves illegally not contributing)"

From what you describe, you have used the funding from the Homeowners to manipulate the outcome of the report. You can be sure that the HOA will assess and seek legal advice to ensure the final outcome is compliant and fair.

As an Association **we absolutely condemn any activity that resulted in damage to you, your property or indeed your personal reputation.** We have no personal feelings or vendetta, and we have, as you well know, sought any opportunity both with you and other JDC delegates, to seek an amicable, mutually acceptable and speedy resolution to the problems in Cabrera.

We understand our role well. We do not seek to legally replace the current jurisdiction, only to provide a **platform whereby homeowners can feel confident that their best interests are being protected.** Quite frankly, the JDC have for too long provided the Developers with total freedom to abuse their voting powers and to abuse the goodwill of the homeowners.

We welcome your information about the Town Hall's duty to collect unpaid debts and further welcome the opportunity to prove in court that these "debts" are actually a result of the JDC issuing illegal invoices. This could be an interesting test of legal validity. We also follow the assessment of our lawyer:

"Turre Town Hall can of course enforce the debts of any owner; THIS OBVIOUSLY INCLUDES THE DEBTS INCURRED BY THE TWO MAIN DEVELOPERS, WHO SELF-DECIDED, IN A CLEAR CONFLICT OF INTERESTS, THAT THEY WERE NOT OBLIGED TO PAY MAINTENANCE COSTS, DESPITE THE APPLICABLE RULES AND REGULATIONS ESTABLISHING THE CONTRARY. TURRE TOWN HALL WILL, THEREFORE, BE IN A POSITION TO INDEED REQUEST THESE DEVELOPERS TO PAY THEIR ARREARS (AS THEY CONTINUE TO NOT PAY WHAT THEY OWE, DESPITE THE COURT JUDGEMENT), AND ORDER THE NECESSARY EMBARGOS ON THEIR PROPERTIES TO GET THIS DEBT SETTLED". (Original emphasis)

Finally, you raise the important point about the JDC being the only body that can preside over our development. This we don't dispute. **Unfortunately, the JDC is well past its "sell by date"**. This development should have been closed down and passed on to an "Entidad" (maintenance entity) many years ago, an "Entidad" for which our HOA is the logical precursor. As our lawyer says:

"Likewise they keep silent on the question related to the non-fulfilment of the target of the Junta de Compensación consisting, by law, in the setting up of the infrastructure of the area, rather than the maintenance; if we have this conflict, it is (because of the JDC) not respecting the law and by trying to make everlasting a situation (of not completing the infrastructure) which goes against the law. The entity to take charge of the maintenance is not a Junta de Compensación. It is an Entidad de Conservación."

So, enough with the threats and scare tactics which we are all well used to. You only have one thing you need to do: issue the "impartial" technical report NOW, well in advance of the AGM, so that we all may have time to review it and respond. Ultimately, of course, it will be the judge that decides whether you are in compliance. This is NOT something you, or the TH, can "self declare".

Sincerely,

**Asociación de Propietarios de Cortijo Cabrera Pol. 1, Sector 3
R.A.A. no 7494 / CIF: G13785761**