



นิติบุคคลหมู่บ้านจัดสรรพัทยาทรอปิคอล Pattaya Tropical Village Juristic Committee  
สำนักงานเลขที่142/207 หมู่ 6 ต.หนองปรือ อ.บางละมุง จ.ชลบุรี20150  
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- To the Pattaya Tropical Village Phase 2 Juristic Committee, 27/11/2018

Dear Chairperson and committee members,

**REF: Swimming Pool & Toilet Building/Land in Pattaya Tropical Village.**

Further to our previous meeting at which the Chinote (Land Title) document was returned to us, we have as agreed tried to have the transfer to both villages reversed. We have on many occasions met with the Land Department with a view to having the transfer of the land to both this village and Pattaya Tropical Village Phase 2 Juristic Person (joint ownership), reversed, and the land then transferred to Pattaya Tropical Village Juristic Person as the sole owner.

We have put a lot of time and considerable effort in to achieving this aim, but it is now very clear to us that it is not going to happen this way.

We repeat and it is very important to note, that we do not accept that Pattaya Tropical Village Phase 2 Juristic Person should be a co-owner of common area land in Pattaya Tropical Village. We previously held a village meeting at which our owners expressed the same view with a large vote/mandate. Previously they had never been given the opportunity to decide, because the transfer to joint ownership was not sanctioned by the owners, and was actually carried out without their knowledge by a previous committee. It is apparent from the documentation we've studied, that when a previous Phase 2 Committee accepted joint ownership of the land, it was also done without a mandate from the Phase 2 owners.

We do not wish to revisit the past and much prefer to deal with the here and now, and the fact of the matter is that currently Pattaya Tropical Village Phase 2 Juristic Person is a co-owner of the land, and is thus equally & legally responsible for the following:

- A) Public Liability Insurance.
- B) Repairs and maintenance to a standard that makes the pool safe to use and the toilet building fit for purpose.
- C) Swimming Pool cleaning and the chemicals required to do so.
- D) Electricity for the swimming pool pump, toilet building and the pool area.
- E) Any damages claim made by an owner for injuries sustained due to poor maintenance.
- F) The extensive upgrade work required to make the pool & surrounding area fit for purpose.

Since the time that the Phase 2 Committee departed from the Pattaya Tropical Village office, and stopped contributing to the upkeep and maintenance of the swimming pool and surrounding area, the Pattaya Tropical Village Juristic Person has spent many hundreds of thousands of Baht paying for pool cleaning, electric, repairs etc, to which the Pattaya Tropical Village Phase 2 has contributed nothing.





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Moving forward we can now see only two possible options.

**Option 1)** The Phase 2 Juristic Committee calls an Extraordinary of their co-owners and diligently explains the situation to their owners. Then asks their owners to vote to see if they wish to accept co-ownership of the swimming pool & toilet area land in Pattaya Tropical Village and all of the liabilities that will incur, or if they wish to return the land and property to its rightful owner the Pattaya Tropical Village Juristic Person.

If the Phase 2 owners choose to return the land and property to its rightful owner the Pattaya Tropical Village Juristic Person then this committee will be happy to assist in facilitating the transfer at the Land Department.

If not and the Phase 2 owners vote to remain co-owners then the Phase 2 owners will have accepted joint ownership and thus joint liability for the duties above (A - F) as well as 50% of all of the costs incurred to date, for which we will be happy to provide an invoice.

**Option 2)** The Phase 2 Juristic Committee lets the situation remain as it currently stands, and as such accepts full responsibility and liability for the duties mentioned above (A - F). In this case we will invoice the Phase 2 Juristic Person for 50% of all monies spent maintaining and repairing the pool, toilet building and surrounding area, since the Phase 2 Committee left the office. Please note this is a considerable amount of money and is currently in the hundreds of thousands of Baht. We will then invoice the Phase 2 Juristic Person every month moving forward, for 50% of all expenses incurred.

As mentioned we have done everything in our power to resolve this issue, but without success. The time has therefore come for this situation to be brought to a conclusion and we look forward to receiving a response from the Pattaya Tropical Village Phase 2 Committee within 15 days. Whereby you clearly outline your preferred option (1 or 2) moving forward. If we don't receive a response then we will take that to mean that option 2 has been chosen by default and we will invoice the Phase 2 Juristic Person for 50% of all costs incurred to date, and thereafter on a monthly basis.

Sincerely,

Pattaya Tropical Village Juristic Committee

