

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

G0196
CAUSE NO: OF 2010

BETWEEN:

PROPRIETORS STRATA PLAN #485

PLAINTIFF

AND

REEF SHORE LIMITED

DEFENDANT

WRIT OF SUMMONS

TO: Reef Shore Limited
P.O. Box 10506
Grand Cayman
KY1-1005



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 20 day of May 2010.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Defendant Company is the registered proprietor of the following properties;
 - (a) Block and Parcel 25B 492 H29, South Shore Building 3, Apartment 210
 - (b) Block and Parcel 25B 492 H28, South Shore Building 3, Apartment 209
 - (c) Block and Parcel 25B 492 H20, South Shore Building 2, Apartment 208
 - (d) Block and Parcel 25B 492 H30, South Shore Building 3, Apartment 211
 - (e) Block and Parcel 25B 492 H32, South Shore Building 3, Apartment 309

These properties are all contained within a residential development known as South Shores situated in Spotts, Grand Cayman and the subject of the Strata Plan #485.

2. The Plaintiff is a body corporate consisting of a collection of all the Strata Proprietors contained within Strata Plan #485 in accordance with Section 5(1) of the Strata Titles Registration Law (2005 Revision) (hereinafter 'the Law').
3. In accordance with its duties and powers under Section 6(2) of the Law the Plaintiff has to establish a fund for administrative expenses sufficient in the opinion of the Plaintiff for the control, management and administration of the common property, for the payment of any premiums of insurance and for the discharge of any of its other obligations.
4. Subject to the Law, the control, management, administration, use and enjoyment of the Strata lots and the common property contained in every registered strata plan shall be regulated by bye-laws.
5. Pursuant to the Plaintiff's registered Bye-Law 5 it is the Defendant's obligation to pay to the Plaintiff all contributions levied by the Plaintiff pursuant to Section 6(2) of the Law within 14 days of demand.
6. The Plaintiff levies such contributions by way of monthly invoices sent to the Defendant stating the payment due for that month.
7. The Defendant has failed to honour its obligations to make such payments within 14 days of demand and has been in arrears of payments for in excess of one year.
8. The Defendant is now in arrears in the amount of CI\$40,075.92 as of the 1st May 2010. Such sum is broken down as follows as between the Units;

- a. Block and Parcel 25B 492 H29, South Shore Building 3, Apt 210 \$7,901.50
 - b. Block and Parcel 25B 492 H28, South Shore Building 3, Apt 209 \$8,525.68
 - c. Block and Parcel 25B 492 H20, South Shore Building 2, Apt 208 \$7,845.74
 - d. Block and Parcel 25B 492 H30, South Shore Building 3, Apt 211 \$7,901.50
 - e. Block and Parcel 25B 492 H32, South Shore Building 3, Apt 309 \$7,901.50
9. The Plaintiff claims liquidated damages for the Defendant's breach of contract, that contract being the Strata Bye-Laws which exist and are legally enforceable as between the Plaintiff and Defendant pursuant to Section 21 of the Strata Titles Registration Law (2005 Revision).
 10. The amount as set out above includes interest to which the Plaintiff is entitled in accordance with Bye-law 5(39) of the By-Laws, that rate of interest being a minimum 4% per annum over the 30 day London Inter Bank Offer Rate for United States Dollars at the time of default quoted by the bankers of the Corporation, with a minimum of twelve percent per annum accruing on a daily basis with monthly rests on all payments unpaid for 14 days after the due date.
 11. Such interest is current to the 1st May 2010 and has been charged at the minimum rate of 12% per annum.

STATEMENT REGARDING INTEREST

a) The Plaintiff seeks pre and post judgment interest from the date of issue of the Writ in accordance with the provisions of the Bye-Laws or in the alternative in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

a) The interest rate claimed as per the bye-laws is 12% per annum.

b) In the alternative the interest rate as per the Judgment Debt (Rates of Interest) Rules is 5% per annum.

c) The amount of interest owing at date of issue of this Plaintiff is \$263.51.

d) The amount of interest accruing each day following the issue of this Plaintiff is C\$13.17.

AND THE PLAINTIFF CLAIMS:

(i) The said sum of C\$40,075.92.

- (ii) Pre and post judgment Interest on the said sum of CI\$40,075.92 in accordance with the Strata bye-Laws and the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

- (ii) Costs to be taxed or agreed or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

Dated this 20 day of May 2010



SAMSON & MCGRATH
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principle amount claimed in respect of the debt is CI\$40,075.92 plus interest of CI\$263.51 as of the date of filing. The amount of the filing fees to commence proceedings is CI\$200 plus ad valorem fees of CI\$300.75. If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed in principle, interest and cost of issuing the writ of summons further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
 yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
 yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Samson & McGrath
Attorneys at Law
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's Attorney indorsement]