

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *Gps72* OF 2012

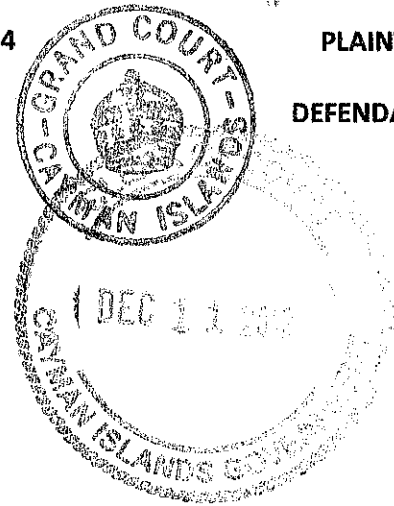
BETWEEN: THE PROPRIETORS OF STRATA PLAN NO. 44

PLAINTIFF

AND: CHRISTA EDWARDS

DEFENDANT

**WRIT OF SUMMONS**



TO: **CHRISTA EDWARDS**  
264 Bald Eagle Lane  
Lake Mary  
Florida 32746  
USA

**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 21 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 495, Grand Cayman KY1-1106, Cayman Islands, 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     day of December 2012.

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.

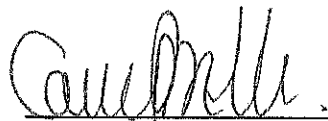


7. As at 30 November 2012, pursuant to By-law, 7.1.3, the Defendant was justly and truly indebted to the Plaintiff in the sum of **CI\$20,855.79**, including interest due under By-law 7.1.4.1 (copy annexed hereto), calculated at the rate of 10% over annum and administration fees of CI\$50 per month (applied from the date the Defendant first became 60 days in arrears, and as approved by the Plaintiff at its AGM held 12 January 2008), all as set out in the statement of account annexed ("the Statement").
8. By reason of the Defendant's breach of the By-laws by reason of his failure to pay all contributions demanded (as set out above), the Plaintiff has suffered loss and damage as set out in Paragraph 6 above. In addition to the loss set out in Paragraph 6 above, the loss is continuing at the rate of CI\$50 per month by way of administration fees.
9. Further, the Plaintiff's entitlement to payment continues to accrue on a monthly basis and, if payment is not made in accordance with the By-laws, the Plaintiff will add the accrued amounts to the sum claimed herein.
10. Further, the Plaintiff seeks and is entitled to interest calculated in accordance with the By-laws as set out in the Statement, and continuing at the daily rate of CI\$6.00 until judgment or sooner payment, alternatively by reference to section 34(1) of the Judicature Law (2007 Revision) alternatively, from and to such dates, and in such amounts, and at such rates, as this honourable court thinks just.
11. Further, the Plaintiff seeks and is entitled to its costs of these proceedings on a full indemnity basis, pursuant to By-law 7.1.5 (copy annexed hereto).

**AND THE PLAINTIFF CLAIMS:**

- 1) Judgment against the Defendant in the sum of **CI\$20,855.79** together with future administration fees at the rate of CI\$50 per month, commencing from 1 December 2012;
- 2) Judgment in relation to any further accrued fees, interest and late charges, in accordance with the By-laws.

- 3) A declaration that the Plaintiff be appointed Receiver of the Property with power to enter into possession and collect rents in relation to it, pursuant to By-Law 7.4.1.2.
- 4) Interest pursuant to By-law 7.1.4.1 until judgment or sooner payment alternatively pursuant to section 34(1) of the Judicature Law (2007 Revision) alternatively, from and to such dates, and in such amounts, and at such rates, as this honourable court thinks just;
- 5) Indemnity costs pursuant to By-law 7.1.5; and
- 6) Such further and/or other relief as this Honourable Court deems appropriate.

  
CAMPBELLS  
Attorneys-at Law for the Plaintiff

Dated: .....December 2012

Filed: .....December 2012

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** is issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is 4<sup>th</sup> Floor Scotia Centre, George Town, PO Box 884, Grand Cayman KY1-1103, Cayman Islands (Ref: KAH/sm/12465-15829)

## EXTRACTS FROM BY-LAWS

### 7. PROPRIETORS' OBLIGATIONS

7.1. A Proprietor shall:

7.1.3. pay to the Corporation within 30 days of demand:

7.1.3.1. all contributions necessary to establish and maintain a fund for administrative expenses, levied by the Corporation pursuant to Section 6(2) of the Law, and sufficient in the opinion of the Corporation for the control, management and administration of the common property for the payment of insurance premiums and for the discharge of any of the other obligations of the Corporation being calculated in proportion of a proprietor's unit entitlement, and establishing a Capital Reserve Fund and Insurance Reserve Fund; and

7.1.3.2. all other costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-Laws each proprietor's share of such cost or expense being calculated in proportion of a proprietor's unit entitlement

7.1.4. PROVIDED ALWAYS that:

7.1.4.1. in the event of any such payments not being made within 30 days of such demand the proprietor shall pay interest thereon at the rate of 10 per cent per annum calculated on the unpaid balance from the payment due date until payment. Notwithstanding above, if payment is not made in full within 6 months of the payment due date interest will thereafter accrue on the unpaid balance at the rate of 20 per cent per annum calculated daily.

7.1.4.2. in the event of any such payments (together with interest accrued) not being made within 30 days of such demand or in the event of his becoming bankrupt or making composition with his creditors or being a corporation entering into liquidation then and in any of these events he shall and does hereby irrevocably authorise and permit the Corporation to enter into possession of his Strata Lot and further does hereby irrevocably appoint the Corporation to be the receiver of the rents and profits of his Strata Lot in each case until such time as the said payments (together with interest accrued) have been made by him to the Corporation or received by the Corporation pursuant to the appointment aforesaid.

7.1.5. pay to the Corporation the amount of all reasonable expenses incurred by the Strata Corporation in connection with any step taken by the Strata corporation with a view to or in connection with the collection of contributions due from a Proprietor and the enforcement of these By-laws or as a result of a breach by the Proprietor of any of these by-laws, including the full amount of all legal expenses on a full indemnity basis both before and after any judgment, whether or not such would be allowed under rules of court or any taxation or other procedure carried out under such rules;



# Statement

Villas Pappagallo Strata No.44  
 PO Box 871  
 Grand Cayman KY1-1103  
 Cayman Islands

Date
12/5/2012

To:
Christa Edwards Owner Unit #12 264 Bald Eagle Run Lake Mary, FL 32746

All figures are in Cayman Islands Dollars  
 If paying in US Dollars please divide by 0.82  
 All cheques payable to Villas Pappagallo Strata  
 No.44

Amount Due	Amount Enc.
\$21,889.31	

Date	Transaction	Amount	Balance		
11/01/2012	Balance forward		20,503.09		
11/14/2012	GENJRNL #995. Cheque to Campbells for ICS inv#2012-11-08-0045	197.42	20,700.51		
11/30/2012	INV #8441. Late Fees	155.28	20,855.79		
12/01/2012	--- Late Fees Charge \$155.28 INV #8427. Strata, Property Insurance and Cable TV Invoice. --- Insurance 2012/13, 4 @ \$111.36 = 445.44 --- Strata Fees (NEW 2011), 4 @ \$134.27 = 537.08 --- Basic Cable + 1 \$51.00	1,033.52	21,889.31		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	1,386.22	1,869.97	1,846.96	16,786.16	\$21,889.31

BETWEEN: THE PROPRIETORS OF STRATA PLAN NO. 44 PLAINTIFF  
 AND: CHRISTA EDWARDS DEFENDANT

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ACKNOWLEDGEMENT OF SERVICE  
 OF WRIT OF SUMMONS

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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.

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

CHRISTA EDWARDS

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

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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  N/A

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Service of the Writ of Summons is acknowledged accordingly.

(Signed) .....

..... [Attorneys for the Defendant]

Address for service: (*see 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 principal office.

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

Campbells  
Attorneys-at-Law  
P.O. Box 885  
4<sup>th</sup> Floor Scotia Centre  
George Town  
Grand Cayman KY1-1103  
  
Ref: KAH/sm/12465-15829

Endorsement 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 endorsement]

**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 495, 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***

## 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 his 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.