

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 98 OF 2018

BETWEEN:

THE PROPRIETORS STRATA PLAN NO 34

Plaintiff

AND

FITZROY RAMSAY

Defendant



PLAINT



TO:

**Fitzroy Ramsay**  
Unit #7, Tropical Manor  
Prospect  
P.O. Box 1616  
Grand Cayman KY1-1109



**THIS PLAINT** 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 service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 23 day of May 2018

**See overleaf for particulars of the Plaintiff's claim**

---

---

**PARTICULARS OF CLAIM**

---

---

1. The Plaintiff is a strata corporation consisting of all Strata Proprietors contained in Strata Plan No. 34 pursuant to section 5(1) of the Strata Titles Registration Law (2013 Revision) (hereinafter "the Law"). The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.

2. The Defendant is an individual who previously resided in the Cayman Islands with a mailing address of P.O. Box 1616, Grand Cayman, KY1-1109, Cayman Islands. The Defendant is the registered proprietor of the property known and situate as Registration Section Prospect Block 22E Parcel No.131H7 Tropical Manor, Apartment No. 7 ("the Property"), a residential development subject of Strata Plan No. 34. Exhibited as "**POC1**" is a copy of the Cayman Islands Land Registry Search.

3. The duties of Strata Corporation No. 34 are set out in its By-Laws, which states *inter alia*, as follows:

*"35. The Corporation shall:*

*(1) Control, manage and administer the common property for the benefit of all proprietors;*

*...*

*(5) pay all existing and future rates, taxes, assessments and outgoings now or hereafter imposed in respect of the common property.*

*...*

Exhibited as "**POC2**" is a copy of the relevant pages of the By-Laws.

4. The Proprietors' obligations pursuant to the By-Laws are, *inter alia*, as follows:

*34. A Proprietor shall:*

*...*

- (2) *Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot."*
- (3) *Pay to the Corporation within 14 Days of demand*
- (a) *All contributions necessary to establish and maintain a fund for administrative expenses sufficient in the opinion of the Corporation for the control, management and administration of the common property, for the payment of insurance premiums and the discharge of any obligations of the Corporation.*
- (b) *All other costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under these By-Law.*

*PROVIDED ALWAYS that*

- (a) *In the event of any such payments are not being made within 14 days of such demand he shall pay interest at the rate of two percent per annum above the prime lending rate for commercial banks in the Cayman Islands at the time of default which such interest shall accrue from day to day until payment; and*
- (b) *In the event of any such payments (together with interest accrued) not being made within 60 days of such demand or in the event of his becoming bankrupt or making composition with his creditors .... then and in any of these events he shall and does 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...*

Exhibited as "**POC3**" is a copy of the relevant pages of the By-Laws.

5. The last payment made by the Defendant, by way of a Butterfield Bank (Cayman) Limited Draft in the amount of CI\$3500.00, which was received on or around 27 October 2017.
6. The Defendant defaulted on their strata payments and as of 1 April 2018, owed to the Plaintiff is the principal sum of CI\$14,793.17. Exhibited as "**POC4**" is a copy of the Defendant's statement of account from 2013 showing all strata fees charges and any payments made by the Defendant.
7. The Defendant has either failed or neglected to make full payment to the Plaintiff notwithstanding being emailed statements on a monthly basis.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF** claims:

- a) CI\$14,793.17 being the principal sum due as at 1 April 2018;
- b) CI\$496.48 Pre- and post-judgment interest from 9 November 2017 at the rate of 6.25% per annum in accordance with paragraph 34.(3)(a) of the Strata By-Laws and continuing at CI\$2.53 per diem;
- c) Alternatively, pre- and post-judgment interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate as the Court deems fit;
- d) CI\$175.00 fixed costs pursuant to Section 11 of the *Summary Court Rules 2004* and further costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

HSM Chambers  
**HSM Chambers**  
**Attorneys for the Plaintiff**

## **INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$14,793.17 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$175.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

## **INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is set out in paragraph 4 above;
2. The prescribed rate of interest is 6.25% per annum;
3. The date from which interest is payable is 9 November 2017; and
4. The amount of interest accruing each day is CI\$2.53.

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 419949.0002).

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 34

Plaintiff

AND

FITZROY RAMSAY

Defendant

---

ACKNOWLEDGMENT OF SERVICE

---

1. State Defendant's name and address:--

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly.

---

Defendant's Signature

Dated this      day of      2018.

**See overleaf**

---

---

**PARTICULARS OF DEFENCE**

---

---

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

\_\_\_\_\_  
Defendant's Signature

**REMINDER** -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 34

Plaintiff

AND

FITZROY RAMSAY

Defendant

---

EXHIBIT "POC1"

---



**C - INCUMBRANCES SECTION**

Entry No.	Date	Instrument No.	Nature of Incumbrance	Further Particulars	Signature of Registrar
				Note: Subject to the Restrictive Agreements as listed in the	
				By-Laws and any amendments thereof. JW	
9	14/01/14	9770/13	1st Charge	Principal Sum: C\$134,425.00. For Interest Rate and Repayment Date see filed Schedule.	A Dilbert
				Note: Chargee has the right to tack & consolidate (RLL Secs. 81 & 82) AD	
10	14/01/14	9770/13	Proprietors	Proprietors: CAYMAN NATIONAL BANK LTD., P.O. Box 1097, Grand Cayman KY1-1102, Cayman Islands.	A Dilbert
11	14/01/14	9771/13	Sec.Chg	Principal Sum: C\$4,293.00. For Interest Rate and Repayment Date see filed Schedule.	A Dilbert
				Note: Chargee has the right to tack & consolidate (RLL Secs. 81 & 82) AD	
12	14/01/14	9771/13	Proprietors	Proprietors: CAYMAN NATIONAL BANK LTD., P.O. Box 1097, Grand Cayman KY1-1102, Cayman Islands.	A Dilbert
13	18/03/14	1137/14	Var.1st chg.	Principal Sum is increased by C\$6,158.00 to total C\$140,583.00.	J C Powell
14	01/12/15	5662/15	Var.1st chg.	The Principal Sum is decreased by C\$3,357.00 and then increased by C\$4,000.00 to a total of C\$141,226.00.	A Dilbert
15	01/12/15	7133/15	Var.2nd Chg	The Principal Sum is decreased by C\$2,226.00 and then increased by C\$9,470.00 to a total of C\$11,537.00.	A Dilbert

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 34

Plaintiff

AND

FITZROY RAMSAY

Defendant

---

EXHIBIT "POC2"

---

THE TROPICAL MANOR STRATA CORPORATION

BY-LAWS

General

1. In these By-Laws:-

"the Corporation" means the Tropical Manor Strata Corporation;

"the Executive Committee" means the Executive Committee of the Corporation, constituted under these By-Laws;

"the Law" means the Strata Title Registration Law 1973;

"the Seal" means the Common Seal of the Corporation;

"Secretary" means any person appointed to perform the duties of the Secretary of the Corporation;

"Unit entitlement" shall have the meaning attributed to it by the Law;

"The Tropical Manor Apartments" means the development the subject of the Strata Plan No. 34 of the Tropical Manor Apartments filed with the Registrar of Lands in accordance with the Law;

"The Apartments" means the Tropical Manor Apartments Nos. 1 - 15.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including all modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these By-Laws shall bear the same meaning as in the Law, or any statutory modification thereof in force at the date on which these By-Laws become binding on the Corporation.

In these By-Laws where the context so admits words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall be deemed to include the plural number.

Commencement Conditions Precedent

2. Notwithstanding anything to the contrary contained in these By-Laws, so long as Daniel S. Simmons remains a registered proprietor of more than one of the Strata Lots comprising the Apartments or for the period of one year from the first day of July 1980, whichever shall first occur the following provisions shall have effect and shall prevail:-

(a) Extra-ordinary General Meetings of the Corporation shall be called only at the sole discretion of Tropical Manor Apartments Ltd., a Cayman Islands Company

(b) Annual General Meetings of the Corporation shall not transact any special business but shall be restricted to the consideration of the accounts alone;

(c) The Executive Committee shall consist of the directors for the time being of the said Tropical Manor Apartments Ltd.

General Meetings

3. The Corporation shall in each year hold a General Meeting as its Annual General Meeting (hereinafter referred to as "the Annual General Meeting") in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Corporation and that of the next. The Annual General Meeting shall be held at such time and place as the Executive Committee shall appoint.

4. All General Meetings other than Annual General Meetings shall be called Extra-ordinary General Meetings.

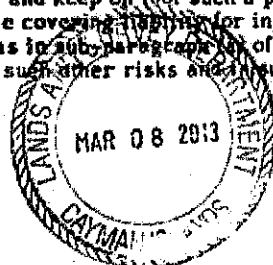


- (b) travel over or remain on any grass verges, lawns or gardens;
  - (c) be parked or remain stationary except in the areas from time to time indicated and allocated to the proprietor.
  - (d) be washed, dismantled or repaired.
- (28) Not hold or permit to be held any sale by auction in the Strata Lot or any part thereof;
- (29) Take all reasonable and proper precautions to prevent damage to the Strata Lot or any other Strata Lot or the common property or any part or parts thereof caused by:
- (a) the bursting or overflowing or leaking of any water pipes, tanks, cisterns or other apparatus in the Strata Lot;
  - (b) Fire.
- (30) Not place or keep any dustbin or other container for refuse or rubbish outside the Strata Lot;
- (31) Not alter or construct in or remove from the common property anything except with the written consent of the Corporation;
- (32) Not permit or allow the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be occupants approaching or upon any of the driveways or parking areas servicing the Apartments except as may be necessary for the safe operation thereof.

The Corporation

35. The Corporation shall:

- (1) control, manage and administer the common property for the benefit of all proprietors;
- (2) keep in a state of good and serviceable repair and properly maintained the fixtures and fittings used in connection with the common property.
- (3) where practicable establish and maintain suitable lawns and gardens on the common property;
- (4) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property;
- (5) pay all existing and future rates, taxes, assessments and outgoings now or hereafter imposed on or payable in respect of the common property.
- (6)
  - (a) insure the Apartments which for the avoidance of doubt shall for this purpose include each and every Strata Lot for the time being contained therein together with the common property and all erections, buildings and installations now or hereafter standing or installed thereon but excluding furniture, contents and personal effects on or in any Strata Lot, and keep it insured against loss or damage by riot, malicious damage, fire, explosion, storm, hurricane, earthquake, flooding, impact or damage caused by aircraft or anything falling or dropping therefrom and such other risks as it shall from time to time think fit with such insurance company of repute as it may decide to an amount or amounts equal to the full replacement value thereof plus surveyors', architects' and lawyers' fees; and
  - (b) take out and keep on foot such a policy of insurance in an insurance office of repute covering the Apartments for injury to persons in, on or about the Apartments (as in sub-paragraph (a) of this sub-clause hereinbefore defined) and against such other risks and for such a sum as it shall from time to time con-



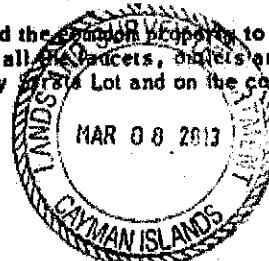
sider reasonable all which such policies of insurance shall be taken out in the names of the Corporation and such of those the proprietors and registered chargees of the Strata Lots whose names appear on the relevant registered maintained by the Registrar of Lands at the time of taking out such policies and at the time of any renewals thereof Provided Always that upon receipt of written notification from the transferee or chargee of any such Strata Lot during the currency of any such policies of insurance it will forthwith apply to have the interests of such transferee or chargee noted upon such policies of insurance; and shall make all payments necessary for these purposes within fourteen days after the same shall become payable and shall produce to the proprietors or their chargees upon demand the policies of such insurance and the receipts for every such payment;

- (7) As often as any apartment is destroyed or damaged by any insured risk it shall rebuild and reinstate the same in accordance with the regulations and planning or development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the same.
- (8) Subject to the contribution and payment by the proprietors as herein provided keep the common property and all fixtures and fittings therein and thereon and additions thereto in a good state of repair and condition including the renewal and replacement of all worn or damaged parts and in particular (but without prejudice to the generality of the foregoing shall:
  - (a) maintain the forecourt, gardens, shrubberies, entrance drives and roads of the common property and the boundary walls and fences belonging thereto in good order and condition with the gardens properly planted with shrubs and flowers in due season and free from weeds and clean and tidy and free from all obstructions;
  - (b) paint the exterior of the Apartments usually so painted and all additions thereto in a proper and workmanlike manner as often as may be necessary provided always and it is expressly agreed:-

FIRSTLY, that nothing herein contained shall prejudice the Corporation's right to recover from the proprietor of any Strata Lot or any other person the amount or value of any loss or damage suffered by or caused to the Corporation or the common property by the negligence or wrongful act or default of the proprietor of any Strata Lot or such other person, and

SECONDLY that the Corporation shall not in any way be held responsible for any damage caused by any neglect or failure to maintain the common property in respect of any damage caused or any defects of or in relation to the said common property by any want of repair of the said common property or in or to any pipes or services thereof unless or until notice in writing of any such neglect, failure, want of repair or defect as aforesaid has been given to the Corporation by or on behalf of a proprietor or proprietors of any Strata Lot or Lots and the Corporation has failed to make good or remedy such neglect, failure, want of repair or defect as aforesaid within a reasonable time of receipt of such notice.

- (c) before repairing any joist or beam to which is attached any ceiling or floor of any one of the Strata Lots and before carrying out repairs or works to the common property for the carrying out of which it requires access to any one or more of the Strata Lots give reasonable notice (and except in cases of extreme urgency at least 48 hours notice) in writing to the proprietor and shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so have any required access to the Strata Lot or Lots but shall act carefully and reasonably doing as little damage as possible to the said Strata Lot or Lots and making good all damage done.
- (9) Secure for each and every of the Strata Lots and the common property to the best of its ability a constant supply of potable water to all the faucets, outlets and taps provided for the drawing of water in each and every Strata Lot and on the common property.



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 34

Plaintiff

AND

FITZROY RAMSAY

Defendant

---

EXHIBIT "POC3"

---

26. An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and be either general or for a particular meeting. A proxy holder need not be a proprietor.
27. Except in cases where by or under the Law a unanimous resolution is required no proprietor shall be entitled to vote at any General Meeting unless all contributions payable in respect of his Strata Lot have been duly paid.
28. Co-Proprietors of a Strata Lot may vote by single proxy jointly appointed by them. In the absence of such proxy only the first-named shall be entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required under the Law. Any one co-proprietor may demand a poll. On any poll, such co-proprietor shall be entitled to such part of the vote applicable to a Strata Lot as is proportionate to his interest in the Strata Lot. The joint proxy (if any) on a poll shall have a vote proportionate to the interests in the Strata Lot of such of the joint proprietors as do not vote personally or by individual proxy.
29. Where proprietors are entitled to successive interests in a Strata Lot, the proprietor entitled to the first interest shall alone be entitled to vote whether on a show of hands or a poll; and this By-Law shall be applicable whereby the Law or by these By-Laws the unanimous resolution of the proprietors is required or not.
30. Where a proprietor holds his Strata Lot as a trustee he shall exercise the voting rights in respect of the Strata Lot to the exclusion of persons beneficially interested in the trust and such persons shall not vote.

Use of Common Seal

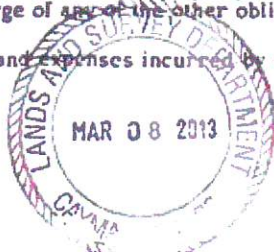
31. The Corporation shall from time to time at General Meetings, determine how the Common Seal of the Corporation shall be used.

Notices

32. A Notice may be served by the Corporation upon any proprietor or chargee either personally or by sending it through the post in a pre-paid letter addressed to such proprietor or chargee at his registered address as appearing in the Register maintained by the Registrar of Lands.
33. Any Notice if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and, in proving such service, it shall be sufficient to prove that the letter containing the Notice was properly addressed and put into the Post Office as a pre-paid letter.

Proprietors' Obligations

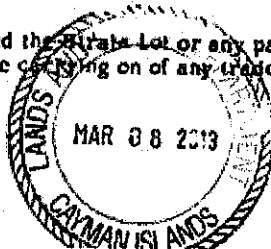
34. A Proprietor shall:
  - (1) Permit the Corporation and its agents at all reasonable times on notice (except in case of emergency when no notice shall be required) to enter his Strata Lot for the purpose of inspecting it and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or for the purpose of maintaining, repairing or renewing property, or for the purpose of ensuring that the By-Laws are being observed;
  - (2) Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata Lot.
  - (3) Pay to the Corporation within 14 days of demand
    - (a) all contributions necessary to establish and maintain a fund for administrative expenses 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.
    - (b) 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.

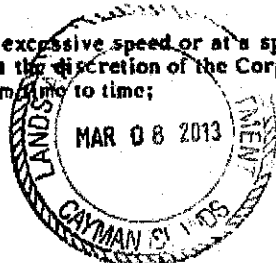
PROVIDED ALWAYS that

- (a) in the event of any such payments not being made within 14 days of such demand he shall pay interest thereon at the rate of two percent per annum above the prime lending rate for commercial Banks in the Cayman Islands at the time of default which such interest shall accrue from day to day until payment; and
- (b) in the event of any such payments (together with interest accrued) not being made within 60 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.
- (4) Repair and maintain his Strata Lot, and keep it in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or act of God excepted;
  - (5) Use and enjoy the common property in such manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors or their families or visitors;
  - (6) Not use his Strata Lot or permit it to be used in such manner or for such purpose as shall cause a nuisance or hazard to the occupier of any other Strata Lot (whether a proprietor or not) or any member of the household or any guest of such occupier;
  - (7) Within 21 days of the date of every transfer, lease, grant of probate or administration, mortgage, charge, discharge, order of the Court or other event or document relating to the Strata Lot give notice thereof in writing to the Corporation.
  - (8) Not use or permit to be used his Strata Lot for any purpose other than as a private residence or as a holiday residence for the accommodation of transient guests and tourists;
  - (9) Not permit or suffer to be done in or upon his Strata Lot anything whereby any insurance for the time being effected on the common property, the Strata Lot or any other Strata Lot or any part thereof may be rendered void or voidable or whereby the rate of premium may be increased;
  - (10) Not at any time cut, maim or remove the main walls or timbers in the Strata Lot unless for the purpose of remedying and making good any defects therein which shall be remedied and made good accordingly;
  - (11) Not make any alterations in the Strata Lot without the approval in writing of the Corporation to the plans and specifications thereof and make such alterations only in accordance with such plans and specifications when approved;
  - (12) Do all such works as under any law are directed or necessary to be done or in respect of the Strata Lot (whether by Landlord, tenant or occupier) and keep the Corporation indemnified against all claims demands and liabilities in respect thereof;
  - (13) Not do or permit or suffer to be done any act, matter or thing on or in respect of the Strata Lot which contravenes the provisions of such legislation from time to time in force in the Cayman Islands or of any approval or regulation given or made thereunder relating to development and planning and keep the Corporation indemnified against all claims, demands and liabilities in respect thereof;
  - (14) Permit the Corporation and the proprietors of other Strata Lots to have access to and enter upon the Strata Lot as often as may be reasonably necessary for them to do so in the fulfillment of their obligations relating to the common property and to other Strata Lots;
  - (15) Not use or permit to be used the Strata Lot or any part thereof for any illegal or immoral purpose nor for the carrying on of any trade or business;



- (16) Pay the cost of repairing any damage to any other Strata Lot or to the Common Property in any part of the Apartments caused by the negligence of the proprietor, his family, servants, licensees or invitees provided that such damage is not covered by the insurance on the Strata Lot or any other Strata Lots or the Common property, and such damage shall be presumed to have been caused by such negligence unless the proprietor shall prove to the contrary;
- (17) Comply with and observe any reasonable regulations which the Corporation may from time to time make to govern the use of the Strata Lots and the common property. Such regulations may be restrictive of acts done on the Strata Lot or on the common property detrimental to the character or amenities of the Apartments.
- (18) Keep all sinks and waste pipes in the Strata Lot clear and open and be responsible for all damage occasioned through the bursting or stopping up of pipes caused through the improper use or negligence of the proprietor or his family or servants, agents or occupiers for the time being. All defects of which the proprietor shall become aware and which may in any way affect the other Strata Lots shall forthwith be notified by the proprietor to the Corporation.
- (19) At all times keep all the windows of the Strata Lot properly cleaned and at all times keep properly emptied and scoured all closet pipes, sinks and drains which are not used in common with other proprietors, their owners or occupiers;
- (20) Not affix to any window of the Strata Lot whether externally or internally any venetian or other blind except of such colour and construction as shall previously be approved by the Corporation;
- (21) Not without the previous consent of the Corporation cause or permit anything to be placed on the outside walls of the Strata Lot and in particular but without limiting the generality of the foregoing not to cause or permit any sign, awning, canopy, shutter, radio or television antenna to be affixed to or placed upon the exterior walls or roof or any part of the Strata Lot;
- (22) Not without the previous consent of the Corporation alter any electric wiring or water supply system;
- (23) Pay for all electricity, water, sewage and other services consumed or used in the Strata Lot to the companies or authorities supplying such services in accordance with the meters situate in the Strata Lot and in the event of the same or the water rates or other outgoings or any of them on the Strata Lot being chargeable to the Corporation to repay the proportion attributed to the Strata Lot upon demand by the Corporation;
- (24) Not without the previous consent of the Corporation to keep or permit to be kept in the Strata Lot or any part thereof any bird, dog, cat or other animal.
- (25) Not hang or expose outside the Strata Lot nor in the windows thereof nor in any part of the common property save where specifically provided for any clothes, linen, food or other articles and not shake or permit to be shaken any carpet or mat from any window of the Strata Lot nor any part of the common property;
- (26) Not make any undue noise in the Strata Lot at any time or make or permit any musical or other sound audible outside the Strata Lot, nor play or permit to be played any musical instruments, gramophone, wireless, television or other instrument between the hours of 11.00 p.m. or 8.00 a.m. or at any other time so as to cause annoyance to the Corporation, the proprietors or occupiers of any other Strata Lot;
- (27) Not cause or permit on the common property or the grounds, drives and ways or any part or parts thereof any motor car or other vehicles belonging to him or to his family, servants, licensees or invitees or under his or their control to:-

(a) travel at an excessive speed or at a speed in excess of any speed limit which may at the discretion of the Corporation be imposed by the Corporation from time to time;



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

THE PROPRIETORS STRATA PLAN NO 34

Plaintiff

AND

FITZROY RAMSAY

Defendant

---

EXHIBIT "POC4"

---

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
12/31/00	Balance forward		0.00
12/01/13	INV #1440 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	515.00
01/01/14	INV #1454 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	1,030.00
02/01/14	INV #1479 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	1,545.00
03/01/14	INV #1493 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	2,060.00
04/01/14	INV #1507 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	2,575.00
04/29/14	INV #1510	97.00	2,672.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
05/01/14	INV #1510 INV #1524 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	3,187.00
06/01/14	INV #1538 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	3,702.00
07/01/14	INV #1552 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	4,217.00
08/01/14	INV #1568 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	4,732.00
09/01/14	INV #1584 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	5,247.00
10/01/14	INV #1601	515.00	5,762.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	\$11,968.26

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
10/16/14	INV #1601 INV #1606 - Legal Fees --- Attroney Fees \$39.00	39.00	5,801.00
10/22/14	INV #1607 - Legal Fees --- Attroney Fees, 1 @ \$267.50 = 267.50	267.50	6,068.50
11/01/14	INV #1620 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	6,583.50
12/01/14	INV #1636 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	7,098.50
01/01/15	INV #1652 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$275.00 = 275.00	515.00	7,613.50
01/07/15	INV #1657 - Debt Management Fee --- Debt Management \$700.00	700.00	8,313.50
01/08/15	PMT - Payment on Arrears - Ramsey	-4,000.00	4,313.50

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
01/28/15	INV #1658 - Promissory Note	100.00	4,413.50
	--- Debt Management, 1 @ \$100.00 = 100.00		
02/01/15	INV #1671 - Strata Fees	515.00	4,928.50
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$275.00 = 275.00		
02/02/15	INV #1641B - Legal Fees	190.00	5,118.50
	--- Attorney Fees, 1 @ \$190.00 = 190.00		
02/03/15	PMT - Payment S Hahakkara for F Ramsey	-650.00	4,468.50
03/01/15	INV #1654B - Strata Fees	474.61	4,943.11
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$234.61 = 234.61		
03/24/15	PMT - Fitzor Ramsey	-1,030.00	3,913.11
04/01/15	INV #1670B - Strata Fees	474.61	4,387.72
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$234.61 = 234.61		
05/01/15	INV #1687B - Strata Fees	474.61	4,862.33

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

# Tropical Manor Strata Corporation

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

# Statement

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
	INV #1687B		
	- Strata Fees		
05/28/15	PMT - Strata Fees - Ramsay	-515.00	4,347.33
06/01/15	INV #1704B	474.61	4,821.94
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$234.61 = 234.61		
06/23/15	PMT - Strata Fees - Ramsey	-515.00	4,306.94
07/01/15	INV #1721B	474.61	4,781.55
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$234.61 = 234.61		
07/24/15	PMT - Strata Fees - Ramsey	-515.00	4,266.55
08/01/15	INV #1738B	474.61	4,741.16
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$234.61 = 234.61		
08/25/15	PMT - Payment - F Ramsey	-515.00	4,226.16
09/01/15	INV #1755B	474.61	4,700.77
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$234.61 = 234.61		

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
10/01/15	INV #1772B - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$234.61 = 234.61	474.61	5,175.38
11/01/15	INV #1788B - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$234.61 = 234.61	474.61	5,649.99
12/01/15	INV #1808B - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$234.61 = 234.61	474.61	6,124.60
01/01/16	INV #1814 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$234.61 = 234.61	474.61	6,599.21
02/01/16	INV #1818 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	6,992.26
03/01/16	INV #1869 - Strata Fees	393.05	7,385.31

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

# Tropical Manor Strata Corporation

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

## Statement

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
04/01/16	INV #1869 - Strata Fees	393.05	7,778.36
04/04/16	INV #1870 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	75.00	7,853.36
04/04/16	INV #1878 - amson & McGrath Fee Note 25092 - Demand Letter --- Attroney Fees, 1 @ \$75.00 = 75.00	215.00	8,068.36
05/01/16	INV #1879 - Samson & McGrath Fee Note 25252 --- Attroney Fees, 1 @ \$215.00 = 215.00	393.05	8,461.41
06/01/16	INV #1894 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	8,854.46
07/01/16	INV #1910 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	9,247.51

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
08/01/16	INV #1916 INV #1947 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	9,640.56
09/01/16	INV #1967 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	10,033.61
10/01/16	INV #1985 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	10,426.66
11/01/16	INV #2001 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	10,819.71
12/01/16	INV #2016 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	11,212.76
01/01/17	INV #2032	393.05	11,605.81

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
02/01/17	INV #2032 INV #2048 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	11,998.86
03/01/17	INV #2064 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	12,391.91
04/01/17	INV #2080 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	12,784.96
05/01/17	INV #2096 - Strata Fees --- Maintenance Fee, 1 @ \$240.00 = 240.00 --- Property Insurance, 1 @ \$153.05 = 153.05	393.05	13,178.01
05/11/17	INV #2104 - Legal Fees --- Attorney Fees, 1 @ \$175.00 = 175.00	175.00	13,353.01
06/01/17	INV #2113 - Strata Fees	393.05	13,746.06

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor Strata Corporation**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
**ems@candw.ky**  
**(345) 916 2084**

**Statement**

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
10/27/17	\$11,968.26

Date	Description	Amount	Balance
07/01/17	INV #2113 - Strata Fees		
	INV #2130 - Strata Fees	393.05	14,139.11
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
08/01/17	INV #2145 - Strata Fees	393.05	14,532.16
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
09/01/17	INV #2154 --- Debt Management, 2 @ \$75.00 = 150.00	150.00	14,682.16
09/01/17	INV #2162 - Strata Fees	393.05	15,075.21
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
10/01/17	INV #2178 - Strata Fees	393.05	15,468.26
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
10/27/17	PMT #BOB 893001 - Payment - Ramsay	-3,500.00	11,968.26

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$0.00	\$393.05	\$543.05	\$393.05	\$10,639.11	<b>\$11,968.26</b>

**Tropical Manor / Strata Plan Plan #34**

% Estate Management Services Ltd  
 P.O. Box 30082  
 Grand Cayman  
 ems@candw.ky  
 (345) 916 2084

Statement

**Bill To**

Fitzroy Ramsey (H7)

Date	Amount Due
04/01/18	\$14,793.17

Date	Description	Amount	Balance
12/31/17	Balance forward		12,884.97
01/01/18	INV #2227	393.05	13,278.02
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
01/09/18	INV #2236	0.00	13,278.02
	--- Attroney Fees \$0.00		
02/01/18	INV #2244	393.05	13,671.07
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
02/13/18	INV #2253	336.00	14,007.07
	--- Attroney Fees, 1 @ \$336.00 = 336.00		
03/01/18	INV #2261	393.05	14,400.12
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		
04/01/18	INV #2277	393.05	14,793.17
	- Strata Fees		
	--- Maintenance Fee, 1 @ \$240.00 = 240.00		
	--- Property Insurance, 1 @ \$153.05 = 153.05		

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$393.05	\$0.00	\$1,122.10	\$393.05	\$12,884.97	<b>\$14,793.17</b>