

Plaint

IN SUMMARY COURT AT GEORGE TOWN, GRAND CAYMAN

Cause No. SC# 215 of 2019

KERRY WHITTAKER

- Plaintiffs

BETWEEN:

THE PROPRIETORS OF STRATA PLAN #444 (known as Spotts Retreat)

Defendant

AND:

To the Defendants:

c/o HSM Attorneys @ Law, PO Box 31726,
68 Fort Street, Grand Cayman
CAYMAN ISLANDS KY1-1207/Tel: 949-4766



THIS PLAINT has been issued against you by the above – named Plaintiff in respect to the claim set out on the next page.

Within 14 days after service of this Plaintiff 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 Acknowledgement of Service form 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 Acknowledgement of Service from.

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

Issued this 4th day of November 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendants is indebted to the Plaintiff or is liable to pay damages to the Plaintiff)

1. That the Plaintiff is the owner of a unit at Spotts Retreat known as Block 28B Parcel 229H3, at 54 Chime Street, Savannah, Grand Cayman, Cayman islands.
2. That the above unit was purchased jointly with the Plaintiff and their spouse Kenny Whittaker and closing was complete in July 2017.
3. That on or around July 26th 2017 shortly after the closing in 2017 the owner of Unit#4 a Tanya Whiteside presented herself to the Plaintiff and stated that she was taking over the Executive Committee which was last elected in 2010, (**exhibit KW-3**), and was now seven (7) years as only two owners namely Raquel Solomon and Antoinette Dixon was handling the Strata with the Accountant Omar Chambers, and that she was hosting an Extraordinary Meeting on August 12th, 2017 to appoint a new Executive Committee to get caught up on all the outstanding matters, of which this was later confirmed in an email from Tanya Whiteside dated Sunday, August 6th, 2017,. (**exhibit KW-1**)
 - a. That at this meeting it was realized that there had been termite issues with some other units on the inside which was a result of the outside being left untreated for a substantial amount of time. It was also aware that the log wood trees surrounding the complex played an integral role in the termite infestation on the outside and that would lead to them coming inside under the ground and into the individual units that caused the damage to the wood. This was further acknowledged in the Annual General Meeting of the Proprietors of Strata Plan #444 on 26th, August 2017 which was held at the National Gallery Dart Auditorium at 10:00am, (**exhibit KW-2**)
4. That at the Annual General Meeting the following was carried out by the owners that had termite issues:
 - a. At the time we notified the Accountant who was retained by the Strata about the issue we were told that this was known to the Strata and that they would be arranging to have the units that are suffering from the damage assessed for repairs.
 - b. Further to the meeting repeated requests were sent to the Strata and their appointed agents/management and they refused to respond. When a letter was that threatened a lawsuit, then a response came of which it stated that the Executive Committee decided that they were not going to repair the termite damage to the unit, and this was in excess of a year later.
 - i. This was quite unfair because the Strata repaired the termite damage to the owner of Unit\$3 which is also the Chairman of the Strata Committee one Tanya Whiteside.
 - ii. I believe that the Defendant has treated the Plaintiff's request with bias and unfairness. Which has the Plaintiff having to act on the matter by taking the Strata through the Court to ask for remedy for years of neglect by the Defendant who has further neglected to carry out their duties as is in **Article 2.1(a) of the By Laws**, that has resulted in damage to the Plaintiffs unit, and of which the Defendant has refused to make good on their original acknowledgement and making repairs, (**exhibit KW-4**).

- c. Additionally, the Plaintiff has made request to fix the front door and one front window that has dropped and has a huge gap that allows outside pest to get through. Again our request for this since we owned the property has not been addressed. The front window has is worn and does not lock properly, and that is a safety issue, and clearly defined in the photos here as, **(exhibit KW-5)**.
 - d. Earlier this year we had two breakins in the complex during the day time by smashing the glass in the doors, and we asked the Defendant to allow us to replace the doors with a more secure and less glass door for security and protection, and we were flatly refused because according to the Defendant it is a decorative issue why they do not want to replace the unsafe doors. This further demonstrates the neglect and bias to the protection of the Plaintiffs abode.
5. The Plaintiff now seeks the assistance of the Courts to remedy the matters of repairs to the Plaintiff's unit that was brought about due to the neglect and failure of the Strata to comply with the *Bylaws as under*:
 - a. *Section 2.1(a) "control, manage and administer and maintain, repair, renew and improve the Common Property for the benefit of all Proprietors to the intent that the Development shall be kept up and maintained as a first class private family residential condominium development."*
 - b. Further to *Section 2.1(c) "where practicable, establish and maintain suitable laws and gardens on the Common Property"*, **(exhibit KW-7)**
 - c. Due to the neglect of numerous years (seven to be exact) by the Strata to perform its duties as the Corporation should and expressly laid out in the Bye Laws, the Plaintiff's unit has suffered damage from termite infestation.
6. The Plaintiff is seeking the Courts assistance in full repair by the Defendant to carry out an assessment of the termite damage and to pay all costs to remedy and repair the termite damage, as clearly defined in the photos, **(exhibit KW-6)**
7. The Plaintiff is in a standoff with the Defendant in that there are fees in arrears and has no issues paying them as has been stated often, but only once the repairs are made by the Defendant and also once the adjustments are made to the arrears that are accurate and not overly inflated by incorrect charges, and penalties.
8. The Plaintiff seeks the Courts assistance to have the front door replaced and the front window replaced or repaired to a safer and more secure condition.

AND the Plaintiff claims:

1. Fixed cost of **CI\$275.00**,
2. Alternatively, in additional cost assessed by the Courts.



Plaintiff's Signature

Plaintiff's address for Service

PO Box 944

54 Chime Street #3

Grand Cayman, KY1-1503, CAYMAN ISLANDS

Cell: 917-8885/em: mrskerrywhittaker@gmail.com



KRW Personal Services <krwpersonalservices@gmail.com>

Re: Strata 444 Annual Meeting * New Date Proposed - 12 August 2017

17 messages

Wed, Aug 9, 2017 at 11:14 AM

Tanya Whiteside <tanya.whiteside@yahoo.com>

Reply-To: Tanya Whiteside <tanya.whiteside@yahoo.com>

To: "raqs@candw.ky" <raqs@candw.ky>, "ap_dixon@yahoo.com" <ap_dixon@yahoo.com>, Melissa Smith <melissa.smith@wi.cibc.com>, "omeria4ever@yahoo.com" <omeria4ever@yahoo.com>, "delwyn74@hotmail.com" <delwyn74@hotmail.com>, "cereita@yahoo.com" <cereita@yahoo.com>, "tararochewebster@gmail.com" <tararochewebster@gmail.com>, "mebarrjm@gmail.com" <mebarrjm@gmail.com>, "jpowery@gmail.com" <jpowery@gmail.com>, "krwpersonalservices@gmail.com" <krwpersonalservices@gmail.com>, "aishaconolly@gmail.com" <aishaconolly@gmail.com>

Cc: Omar Chambers <ochambers@linkgroup.ky>, "dmausisa@linkgroup.ky" <dmausisa@linkgroup.ky>, Lbofitiado <lbofitiado@linkgroup.ky>

Hi Everyone,

After speaking to a few owners it was agreed that the annual meeting be held sooner rather than later. Please let me know if you all are available this Saturday 12, August 2017.

Regards,
Tanya

From: Tanya Whiteside <tanya.whiteside@yahoo.com>

To: "raqs@candw.ky" <raqs@candw.ky>; "ap_dixon@yahoo.com" <ap_dixon@yahoo.com>; Melissa Smith <melissa.smith@wi.cibc.com>; "omeria4ever@yahoo.com" <omeria4ever@yahoo.com>; "delwyn74@hotmail.com" <delwyn74@hotmail.com>; "cereita@yahoo.com" <cereita@yahoo.com>; "tararochewebster@gmail.com" <tararochewebster@gmail.com>; "mebarrjm@gmail.com" <mebarrjm@gmail.com>; "jpowery@gmail.com" <jpowery@gmail.com>; "krwpersonalservices@gmail.com" <krwpersonalservices@gmail.com>; Tanya Whiteside <tanya.whiteside@yahoo.com>

Cc: Omar Chambers <ochambers@linkgroup.ky>; "dmausisa@linkgroup.ky" <dmausisa@linkgroup.ky>; Lbofitiado <lbofitiado@linkgroup.ky>

Sent: Sunday, August 6, 2017 11:57 AM**Subject:** Strata 444 Annual Meeting Date Proposed - 26 August 2017

Dear Spotts Retreat Owners,

I would like to call a Strata Meeting on the 26 August 2017. Please advise if this date is convenient for everyone. Owners that are living off island please read the by laws which I have attached regarding proxy voting. As we will be having an election for the Strata Board Executive

Raquel and Antoniette we expect the minutes from the last meeting 10 April 2010. I will also expect all financial records to be shared with the owners at this time. Please see what is expected based on the Strata by laws.

I also did not get all the email addresses of all the owners when I walked around last week. Racquel please forward this email to all owners including all the ones attached here.

I look forward to meeting the owners I have not met and to discuss our way forward as a Strata. Please note we will need 8 owners for quorum.

Warm regards,

Tanya Whiteside
Owner
#4 Spotts Retreat

SPOTTS RETREAT STRATA 444
EXTRAORDINAIRE GENERAL MEETING
HELD ON 12th August, 2017
AT SPOTTS RETREAT, APT # 10
at 5:00 pm

Present:

MELISSA SMITH, Owner, Apt#1
KERRY WHITTAKER, Apt #3
TANYA WHITESIDE, Owner, Apt # 4
TARA WEBSTER, Owner, Apt # 5
CERITA LAWRENCE, Owner, Apt # 8
ANDREA BALDERAMOS, Owner, Apt # 10
MARIO BARRETT, Owner, Apt # 14
AISHA CONOLLY, Owner, Apt # 16
OMAR CHAMBERS, Accountant

Apologies:

ROBERT BODDEN, Owner, Apt # 11
JODI POWERY, Owner Apt # 15

1.0 PURPOSE OF THE MEETING

- 1.1 The purpose of the meeting was to discuss concerns of owners regarding the Strata and to come to a consensus regarding the way forward.

2.0 PROXY VOTES & CONTACT INFORMATION

- 2.2 Owner Apt# 15, Jodi and Jordan Powery gave Apt # 16, Aisha Conolly authorization to act as proxy.
- 2.3 Owners present updated their contact information.

3.0 FINANCIALS

- 3.1 Omar Chambers shared financials dated 31 December 2016. This indicated there was over \$100,000.00 in uncollected strata fees.
- 3.2 Owners shared concern regarding the lack of transparency of the Strata finances within the last 7 years.
- 3.3 Omar Chambers advised that Natasha Bodden, an attorney has been engaged to assist in recouping funds from delinquent owners and to register Strata By Laws. A retainer of \$5,000 has been paid.
- 3.4 There were objections made regarding the use of Ms. Bodden. It was agreed that she will be utilized until the retainer is expended. Buck Grizzell at Stewart's was recommended. Once the Strata Executive Committee is formed they will seek quotes.

- 3.5 Delinquent owners will be sent updated statements and given the opportunity for voluntary salary deductions. This will still be registered through the courts.
- 3.6 Through discussions discrepancies in Strata payments for Phase 3 (Apt #10 – Apt #16) was identified. A few owners were told that the payments were reduced to \$350.00 and some were not informed so have been paying \$380.00. Owners paying \$380.00 will be credited.
- 3.7 Strata fees will be re-assessed by Omar Chambers and he will propose new fees at the AGM on 26 August 2017. This will not be retroactive. The Executive Committee will determine when new rates proposed will come into effect.

4.0 LANDSCAPE AND BUILDING MAINTENANCE

- 4.1 Owners have cited numerous repairs to building to be made.
 - Light bulbs and casing on back and front porches.
 - Termite infested doors and trims
 - Outside lights not consistently on – will need a electrician to look at it.
- 4.2 Owners were reminded that landscape is strata's responsibility and owners cannot plant flowers or shrubs arbitrarily.

ACTION POINTS:

- Omar Chambers to provide detailed financials covering the period April 2010 – to present.
- Andrea Balderamos to arrange removal of mattress
- After discussion, Owners present agreed that voting of the Strata Executive Committee will be done at the next AGM meeting (26 August 2017).

TERMINATED:

Meeting ended at 6:30 pm.

**ANNUAL GENERAL MEETING
OF THE PROPRIETORS OF STRATA PLAN # 444**

HELD at NATIONAL GALLERY OF THE CAYMAN ISLANDS,
DART AUDITORIUM

On 26th August 2017 at 10:00AM

Present:

KERRY WHITTAKER, Apt #3
TANYA WHITESIDE, Owner, Apt # 4
TARA WEBSTER, Owner, Apt # 5
CERITA LAWRENCE, Owner, Apt # 8
ANDREA WHITTAKER, Owner, Apt # 10
ROBERT BODDEN, Owner, Apt # 11
JODI-ANN POWERY, Owner, Apt #15
AISHA CONOLLY, Owner, Apt # 16
CARLOS WOOD, Owner, Apt # 12
OMERIA GORDON, Owner, Apt # 7
OMAR CHAMBERS, Accountant

Apologies:

MELISSA SMITH, Owner, Apt #1
DANIELLE MARTINEZ- GIBSON Owner, Apt # 13

Absent:

RYAN BOVELL, Owner, Apt # 2
RAQUEL SOLOMON, Owner, Apt # 6
ANTOINETTE DIXON, Owner, Apt* 9
MARIO BARRET, Owner, Apt # 14

1.0 PURPOSE OF THE MEETING

1.1 The purpose of the meeting was to discuss the current financials of Strata 444 and to elect executive members of the strata board.

2.0 PROXY VOTES & CONTACT INFORMATION

2.1 Owner Apt* 13, Danielle Martinez- Gibson gave Apt # 4, Tanya Whiteside authorization to act as proxy.

3.0 APPROVAL OF MINUTES (EXTRAORDINAIRE MEETING 12th AUGUST 2017)

3.1 Minutes were approved by Andrea Whittaker and seconded by Kerry Whittaker. No corrections or amendments noted.

4.0 FINANCIALS

4.1 Omar shared that the responsibility of Link Consulting and Accounting is to provide monthly invoices and statements to owners. Recently the sending of statements were halted due to discrepancies as some deposits had no narration so he was unable to apply payment.

4.2 Omar Chambers shared financials dated 31 December 2016. This indicated there was over \$130,000.00 in uncollected strata fees.

4.3 He shared methods that are used by other Stratas with regards to collection of outstanding Strata fees which can be adopted by Strata 444:

- a. One member of the EC charged with knocking on outstanding owner's doors
- b. Cut off utilities (water) To facilitate the allowance of this, the strata by laws will have to be amended.
- c. Strict on penalties that are being charged
- d. AH information sent to all owners so that everyone is aware of outstanding payments.

4.4 Recommend that Quickbooks online be used so that members of the EC would be privy to account information always. They would be able to then contact owners by phone or email to remind them of their responsibility to the Strata.

4.5 It was decided to have a more aggressive approach in the collection of outstanding strata fees as payment requests sent were being ignored. Resolution was signed by previous EC

EXH RW-2
EXH RW-2

Gary Clarke and Raquel Solomon to change lawyers to Natasha Bodden as Goldstein was not being proactive. Other lawyers approached were too expensive or unable to take on additional work. Ms. Bodden has been retained within the last 2 months.

4.6 All signed resolutions and strata documents to be given to the elected EC.

4.7 Cerita Lawrence queried if Goldstein have been made aware that their services are no longer required. Omar stated that discussions have been held and it is understood by both parties that the relationship is terminated.

4.8 A settlement agreement was made with owner of Apartment #13 so as not to incur more legal fees. She is now fully paid up.

4.9 Apt Owner #7, Omeria Gordon queried statement received with regards to outstanding fees. She has all deposit slips and requested a one on one meeting with Omar Chambers to rectify discrepancies.

4.10 It was suggested that all owners that do not bank at Butterfield scan and send copies of deposit slips to the accountant as there are no guarantee that the tellers will input the narration written.

4.11 Regarding the collection of outstanding fees Omar Chambers is proposing to the following to the new EC after outcome of case with Apt owner #13.

- All finance charges be removed retroactively
- All legal fees be removed retroactively
- Voluntary standing order (binding legal signed agreement registered in the Courts)
- Stricter penalties to be included in Strata by laws for outstanding strata fees prior to re-registering.

4.12 Presently not enough in reserve to cover deductible in case of a natural disaster. Reserve should be over \$100,000. Presently on average in account is \$30,000.

4.13 Omar presented financial as of 31 December 2016. Report attached for transparency. See Appendix 1

4.14 Previous EC tabled beautification projects such as irrigation system and re-stoning of certain areas.

4.15 Discussions were had concerning the insurance. Cost of insurance is approximately \$30,000 per year. The insurance was renewed for the quarter. Strata owners who are paying strata fees consistently ensure that there are sufficient funds to pay the insurance and maintain the complex. We are paying the bare minimum for landscaping as there is insufficient funds to maintain the common property to proper standards.

4.16 Accounts receivable on average are increasing \$22,000 per year. Accounts receivable continue to increase because people are not paying monthly dues.

4.17 EC to check into getting public liability added to the insurance policy with IH

4.18 It was requested that balances of all owners be placed in financials. It was also suggested that a monthly statement showing the position of all owners is issued via email to everyone. The accountant recommended this be included in by laws. He will then proceed to add to past and future financials.

4.19 It was suggested no one be allowed to be in arrears for more than 3 months. The accountant stated that might be too much leeway.

4.20 Although settlement has been made regarding outstanding monies owed to strata by Apt #13 some government issued cheques are missing. The accountant is looking into it.

4.21 It was suggested that if fees are in arrears for over 5 years that the finance fees be applied. Omar recommended that a stricter stance be taken. EC will meet to finalize.

4.22 Jodiann Powery queried why Jordan's name was listed as in arrears. The accountant noted there is an error on their side regarding who they have listed as the owners of Apt* 5 and Apt 15. He will rectify and send updated statements to both owners.

4.23 Cerita Lawrence also queried her account. The accountant will send out a detailed statement to each owner in arrears. They should check their records against what is sent and notify accountant of any discrepancies.

4.24 It was suggested to register caution on units that owe a lot of money with banks for outstanding payments.

4.25 No capital projects tabled due to insufficient funds. Annual painting and power washing will be done. These will be considered after hurricane season and after termite issue is resolved.

5.0 LANDSCAPE AND BUILDING MAINTENANCE

5.1 Concerns were aired that the landscapers are not taking care when cutting grass as owners have found scratches due to stones, grasses and rocks on their vehicles. It was recommended to put contracts out to tender.

5.2 Concerns were aired regarding maintenance of property. It was noted there is insufficient funds in the account to maintain property the way that we should.

5.3 Jodiann Powery wanted clarification on a historic problem with water heater and fan that she had when she bought property. It was stated that issues inside of property is not strata responsibility.

5.4 Owners of apartments 3, 4 and 5 raised concerns of termites in their door trims. Apt # 4 also raised concerns on behalf of apartment # 13. Carlos Wood noted there were pallets at the back of Apt # 13 which attract termites. Accountant stated he asked the gardener to remove and these were dumped. Owners are asked to ensure that when doing renovations that materials disposed are taken to the dump.

5.5 It was also noted that the buildings need to be treated for hornet and wasp nests which are affecting all the buildings.

5.6 Apt # 16 stated there is an odor from the sewage which could indicate it is ready to be pumped. The sewage for buildings 1 and 2 located near the skip was pumped last year. It was suggested that owners use Riddix once a month to reduce build up.

5.7 Beautification projects will be considered once all owners have returned to making payments and reserves are back up then the landscaping projects will begin.

6.0 STRATA MANAGEMENT REPORT

6.1 It was noted that there was no formal strata management report as the last EC members did not attend meeting.

7.0 STRATA PAYMENTS

7.1 It was decided that strata fees will remain the same for the rest of the year and will be reviewed after the annual financials have been completed. If the reserve increases significantly discussions will be held regarding lowering fees.

7.2 Options of a payment plan will be given to owners in arrears.

8.0 ELECTION AND APPOINTMENT OF EXECUTIVE COMMITTEE

8.1 Owners present elected the following as the Executive Committee.

Chairperson: Tanya Whiteside -

Vice Chairperson: Andrea Whittaker 5 A^(-)O (T

Treasurer: Tara Webster .

-^OO Secretary: Jodiann Powery

Assistant Secretary: Aisha Connolly

8.2 New EC members will be added as signatories to Strata 444 account held at Bank of Butterfield. They will replace all other signatories presently on the account.

8.3 EC will decide at the end of 6 months if they can continue to manage Strata effectively or if a Property Management company services will need to be retained.

8.4 EC Members will be added to the bank account and former EC to be removed.

9.0 ANY OTHER BUSINESS

9.1 Carlos Wood, owner of Apt #12 was asked to notify his tenant that the common property cannot be used as a place of business. More specifically the parking lot cannot be used to fix vehicles.

9.2 Tanya Whiteside shared that Danielle Martinez- Gibson stated that the black car in question was left by her former tenant. She is making arrangements for removal from property.

9.3 Owners are reminded to drive carefully in the complex.

9.4 It was recommended when sending group emails to be mindful of tone.

ACTION POINTS:

EC to review by laws and amend to include recommendations made by owners and the accountant.

Register strata by laws.

Sewage to be pumped for Building 3

Quotes to be obtained regarding treatment of buildings for termites, wasps and hornets.

Omar to review financials and correct mistake with #5 and #15.

EXH EW-2

EXH RW-2

Proof of Insurance to be sent to all owners.
Accountant to meet with government to discuss and collect outstanding court checks made by owner of #13.
Deputy Chairperson to contact IH to determine additional cost to revise Strata's insurance policy to include Public Liability Insurance.
Chairperson to contact Tony Dixon with regards to outstanding payments. Will ask if he would consider painting the buildings and replacing termite ridden doors in lieu of making payment.
EC to decide on dates and schedule an Extraordinaire Meeting every quarter.
EC Board to form a Strata email account.
EC to meet to put out to tender contracts for landscaping and various contracts.

TERMINATION
Meeting ended at 12.00 noon.
Tanya Whiteside Jodiann Powery
Chairperson Secretary

1/5/2019

Gmail - Spotts Retreat AGM

File - KW - 3



Kerry Whittaker <mrskerrywhittaker@gmail.com>

Spotts Retreat AGM

3 messages

Tue, Apr 9, 2019 at 12:47 PM

Coastal Realty <coastal@coastalrealty.ky>
To: SR03 Whittaker <Mrskerrywhittaker@gmail.com>

Dear Owner,

Kindly find attached the documentation for the upcoming AGM on May 4th, 2019 at the office of Lakeside.

Please find attached your AGM package and the budget for 2019.

We look forward to seeing everyone at the meeting.

Sincerely,

Debbie and Louise

“the Law”	of Lands in accordance with the Law, known as Spotts Retreat; means the Strata Titles Registration Law (2005 Revision) and amendments thereto;
“Seal”	means the Common Seal of the Corporation;
“Secretary”	means any person appointed to perform the duties of the Secretary of the Corporation;
“A Proprietor”	means the owner of one or more of the Strata Lots comprised in Spotts Retreat;
“Strata Plan”	means the Strata Plan registered under the Law, No.444.

1.2 Interpretation

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 vice versa and words importing the singular number shall be deemed to include the plural number and vice versa.

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.

ARTICLE 2 THE CORPORATION

2.1 Duties

The Corporation shall:

- (a) control, manage and administer and maintain, repair, renew and improve the Common Property for the benefit of all Proprietors to the intent that the Development shall be kept up and maintained as a first class private family residential condominium development;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings used in connection with the Common Property;

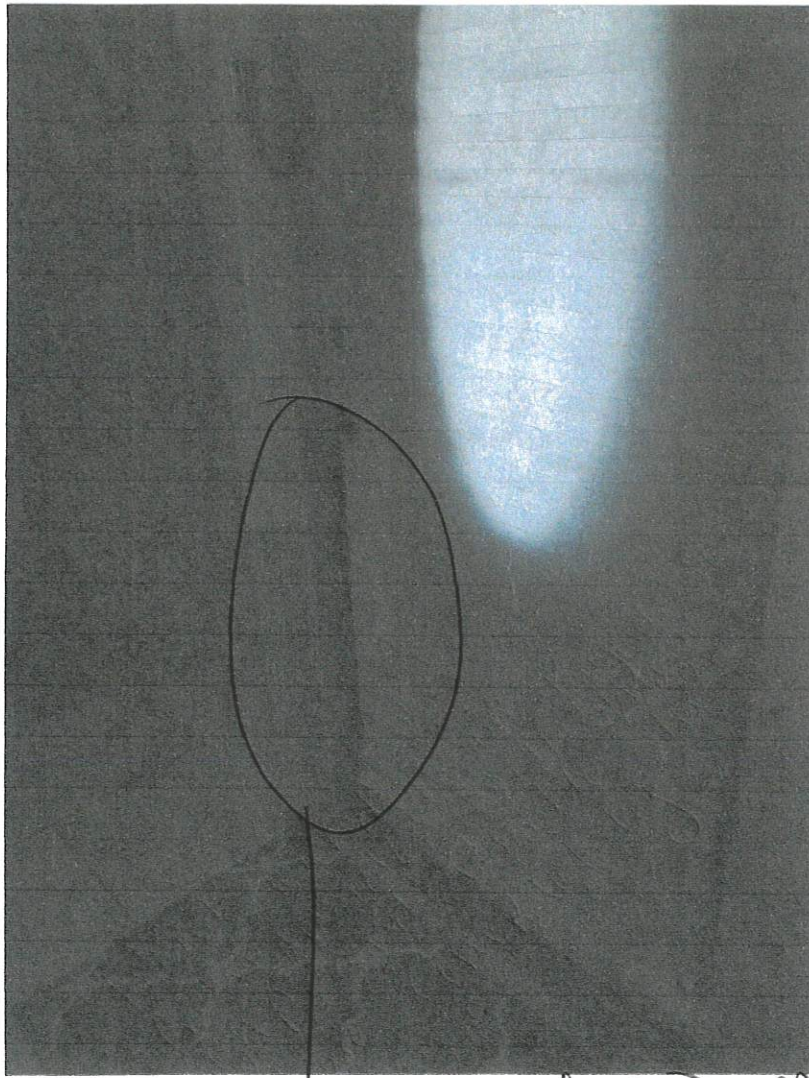
- (c) where practicable, establish and maintain suitable lawns and gardens on the Common Property;
- (d) maintain and repair and renew all portions of the Common Property contributing to the support of any of the buildings comprising the Development, including but not limited to the outside walls and load bearing columns in a Strata Lot and between Strata Lots and between any Strata Lot and the Common Property and the foundations, water cisterns and septic tanks and all pumps therefore;
- (e) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being used in connection with the enjoyment of more than one Strata Lot or Common Property;
- (f) pay all existing and future rates, taxes, assessments and outgoing now or thereafter imposed on or payable in respect of the Common Property;
- (g)
 - i. insure the Development (which, for the avoidance of doubt, shall for this purpose include each and every Strata Lot for the time being contained herein together with the Common Property and all erections, buildings, installations and amenities now or hereafter standing or installed thereon or therein but excluding furniture, contents and personal effects on or in any Strata Lot) and keep it insured against loss or damage by riot, civil commotion, 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 the Executive Committee may from time to time think fit, with such insurance company or companies of repute as it may decide to an amount or amounts equal to the full replacement value thereof plus surveyor's, architect's and lawyers fees relating thereto; and
 - ii. take out and maintain a policy or policies of insurance with an insurance company or companies of repute covering liability for injury to person or persons in, on or about the Development (as in sub-paragraph i of this sub-Article hereinbefore defined) and against such other risks and in such a sum as the Executive Committee shall from time to time consider reasonable, all of which such policies of insurance shall be taken out in the name of the Corporation and such of those proprietors and registered charges whose interests have been notified in writing to the Corporation 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

Exh KW-5



Front window on Right
from inside with huge
gap and unable to
close completely.

EXH 1CW-6



Front door Dropped.

Black strip on front
door to stop A/c from
Escaping + Pests from
entering

Exh KW-6



Closet damage from
Termites.

Exh KW-6

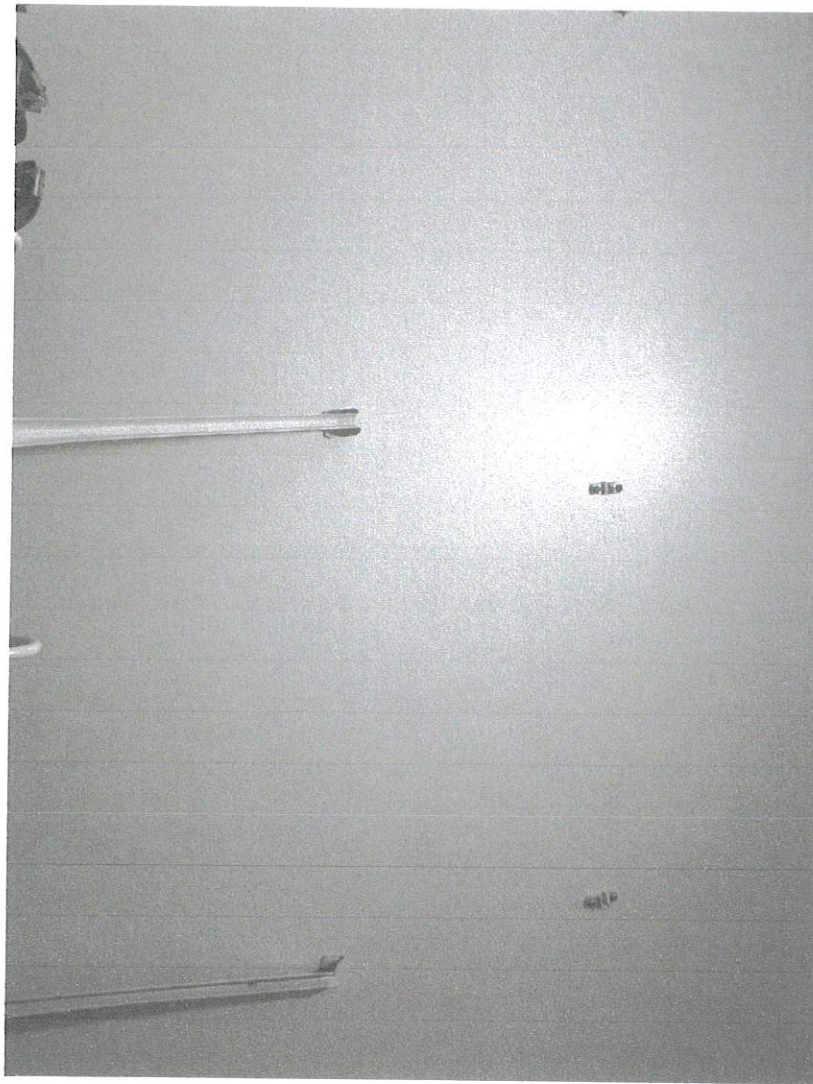
EXH KW-6



Closet Termite damage

EXH KW-6.

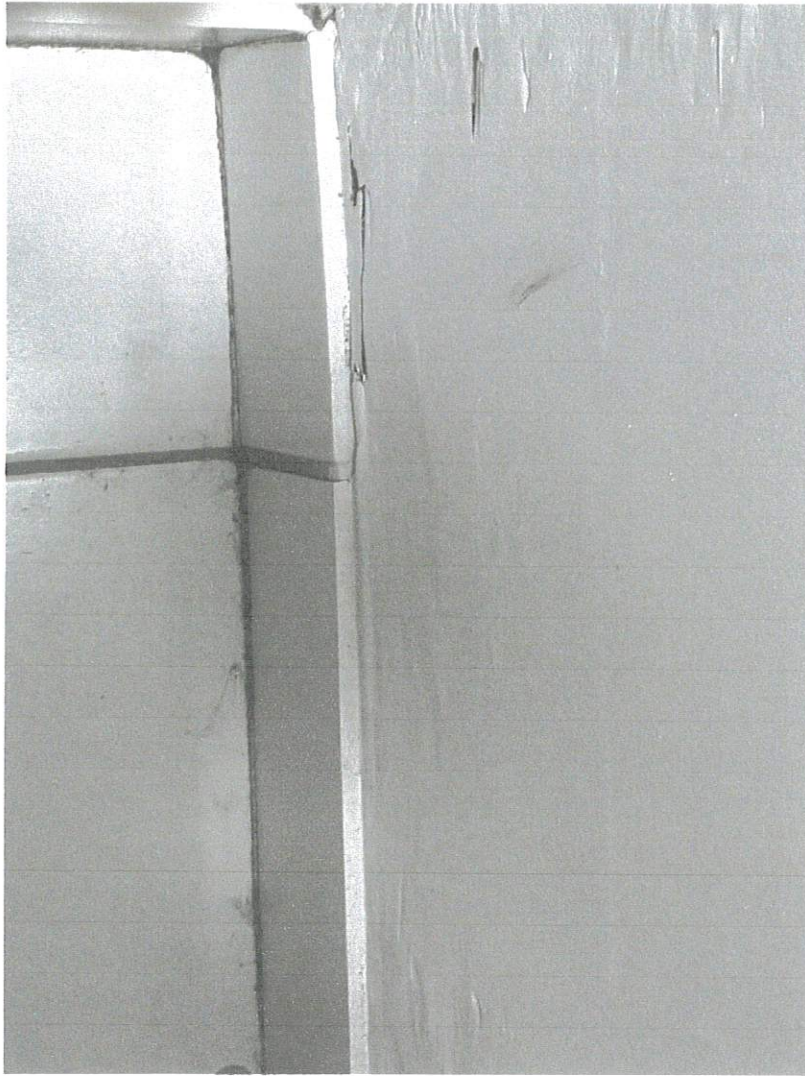
EXH KW-6.



Closet damage from termites

EXH - KW-6

Ext KW-6



Baseboard up the closet
damage from termites



~~EXH~~
EXH KW-6



Bathroom door frame
damaged by termites.

EXH KW-6



Bathroom door frame
damaged by Termites

EXH 1CW-6



Front door Inside
termite damage.

- of Lands in accordance with the Law, known as Spotts Retreat;
- “the Law” means the Strata Titles Registration Law (2005 Revision) and amendments thereto;
- “Seal” means the Common Seal of the Corporation;
- “Secretary” means any person appointed to perform the duties of the Secretary of the Corporation;
- “A Proprietor” means the owner of one or more of the Strata Lots comprised in Spotts Retreat;
- “Strata Plan” means the Strata Plan registered under the Law, No.444.

1.2 Interpretation

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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 vice versa and words importing the singular number shall be deemed to include the plural number and vice versa.

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.

ARTICLE 2 THE CORPORATION

2.1 Duties

The Corporation shall:

- (a) control, manage and administer and maintain, repair, renew and improve the Common Property for the benefit of all Proprietors to the intent that the Development shall be kept up and maintained as a first class private family residential condominium development;
- (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings used in connection with the Common Property;

- (c) where practicable, establish and maintain suitable lawns and gardens on the Common Property;
- (d) maintain and repair and renew all portions of the Common Property contributing to the support of any of the buildings comprising the Development, including but not limited to the outside walls and load bearing columns in a Strata Lot and between Strata Lots and between any Strata Lot and the Common Property and the foundations, water cisterns and septic tanks and all pumps therefore;
- (e) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being used in connection with the enjoyment of more than one Strata Lot or Common Property;
- (f) pay all existing and future rates, taxes, assessments and outgoing now or thereafter imposed on or payable in respect of the Common Property;
- (g)
 - i. insure the Development (which, for the avoidance of doubt, shall for this purpose include each and every Strata Lot for the time being contained herein together with the Common Property and all erections, buildings, installations and amenities now or hereafter standing or installed thereon or therein but excluding furniture, contents and personal effects on or in any Strata Lot) and keep it insured against loss or damage by riot, civil commotion, 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 the Executive Committee may from time to time think fit, with such insurance company or companies of repute as it may decide to an amount or amounts equal to the full replacement value thereof plus surveyor's, architect's and lawyers fees relating thereto; and
 - ii. take out and maintain a policy or policies of insurance with an insurance company or companies of repute covering liability for injury to person or persons in, on or about the Development (as in sub-paragraph i of this sub-Article hereinbefore defined) and against such other risks and in such a sum as the Executive Committee shall from time to time consider reasonable, all of which such policies of insurance shall be taken out in the name of the Corporation and such of those proprietors and registered charges whose interests have been notified in writing to the Corporation 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

Acknowledgement of Service

IN SUMMARY COURT AT GEORGE TOWN, GRAND CAYMAN

Cause No. SC# _____ of 2019

KERRY WHITTAKER - Plaintiffs

BETWEEN:

THE PROPRIETORS OF STRATA PLAN #444 (known as Spotts Retreat) - Defendant

ACKNOWLEDGEMENT OF SERVICE

- State the Defendant's name and address –

c/o HSM Attorneys @ Law, PO Box 31726, 68 Fort Street, Grand Cayman CAYMAN ISLANDS KY1-1207/Tel: 949-4766

- State whether the Defendants intends to contest the Action

Yes No

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

Yes No

- If you do not 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 _____, 2019

Sea overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the plaintiff, or is not liable for the full amount of the claim)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, Downtown, George Town, Kirk House, P.O. Box 495, Grand Cayman KY1-1106, GRAND CAYMAN, Tele: 949-4296 within 14 days of receipt otherwise a default judgment may be entered against you.