

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE No. SC 83 of 2020

BETWEEN: THE PROPRIETORS OF STRATA PLAN 444 PLAINTIFF
AND: JODI-ANN TATER FIRST DEFENDANT
AND: JORDAN ALLON POWERY SECOND DEFENDANT

PLAINT



TO: Jodi-Ann Tater & Jordan Allon Powery
Apartment 15 Spotts Retreat
PO Box 962
Savannah
Grand Cayman KY1-1503

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 **Plaint** on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment 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 form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 24th day of July 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a strata corporation established under the Cayman Islands Strata Titles Registration Law (2013 Revision) ("the Law"), being a condominium development known as Countryside Estates ("the Strata"). The Strata is capable of bringing proceedings by virtue of section 5(1) of the Law.
2. The Defendants, at all material times, are and were the registered owners of one of the Strata lots, being Block 28B, Parcel 229H15 known as Unit 15 Spotts Retreat ("the Property").
3. The control, management, administration, use and enjoyment of the Strata lots and the common property contained in the registered strata plan of the Plaintiff is regulated by the Plaintiff's Bylaws ("the Bylaws").
4. By virtue of section 21(7) of the Law, the Bylaws of a Strata in force at any time shall bind the owners of units at the Plaintiff strata including the Defendants.
5. Pursuant to Article 7, section 2 of the registered Bylaws of the Strata it is the Defendants' obligation to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his Strata lot.
6. Pursuant to Article 7, section 3(a) of the registered Bylaws of the Strata it is the Defendants' obligation to pay within 30 days of demand all contributions necessary to establish and maintain the fund for management, administrative and other expenses or for reserves levied by the Corporation pursuant to Section 6(2) of the law or these Bylaws, and sufficient in the opinion of the Corporation for the control, management and administration of the Common Property, for the payment of insurance premiums, for proper reserves and for the discharge of any of the other and obligations of the Corporation.
7. The Plaintiff levied charges and assessments by way of monthly invoices sent to the Defendants stating the payment due for the month and the cumulative debt at that time.
8. Despite repeated demand by the Plaintiff, the Defendants have failed or refused to make payment to the contributions assessed and levied by the Plaintiff.
9. As at 30 June 2020, the Defendants are indebted to the Plaintiff in the principal sum of CI\$8,273.78.
10. By reason of the Defendants' breach of the Bylaws and by reason of their failure to pay the contributions levied (as set out above), the Plaintiff has suffered loss and damage.
11. Further, the Plaintiff's entitlement to payment continues to accrue on a monthly basis and, if payment is not made in accordance with the Bylaws, the Plaintiff will add the accrued amounts to the sum claimed herein.

12. Further, the Plaintiff seeks interest calculated in accordance with the Bylaws as set out below.

STATEMENT REGARDING INTEREST

13. The Plaintiff seeks pre and post judgment interest at the rate of 1.5% per annum from 24 July 2020 to the date of payment pursuant to Article 7, section 3(a)(a) of the Bylaws and in accordance with the contract terms and the provisions of the Judicature Law.
14. Interest is calculated in accordance with Article 7, section 3(a)(a) of the Bylaws at the rate of 1.5% per annum.
15. The current interest rate claimed is 1.5% per annum.
16. Interest is claimed on the sum claimed from the date of issue of the Plaintiff.
17. The amount of interest owing as at the issue of the Plaintiff is CI\$0.00.
18. The amount of interest accruing each day following the issue of this Plaintiff is CI\$0.34.

AND THE PLAINTIFF CLAIMS:

- a) The said sum of CI\$8,273.78 as monies due and owing.
- b) Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter on the said sum at CI\$0.34 daily until payment.
- c) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service

KSG

KSG
Attorneys for Plaintiff

If within the time for returning the Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys the total amount claimed of CI\$8,273.78 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service:

4th Floor Harbour Centre
42 North Church Street
PO Box 2255
George Town, KY1-1107

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 claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.