

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 506 OF 1998

BETWEEN:

THE PROPRIETORS, STRATA PLAN #171

PLAINTIFF

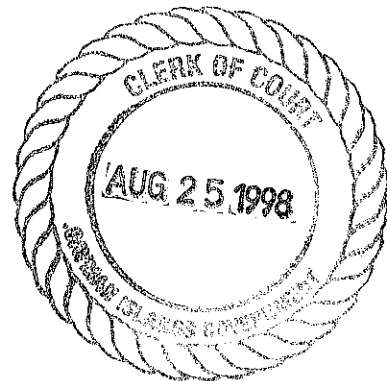
- and -

**(1) CORITA MENDOZA
(2) JOHNSON MENDOZA**

**FIRST DEFENDANT
SECOND DEFENDANT**

WRIT OF SUMMONS

TO: Corita and Johnson Mendoza
PO Box 1205
George Town
Grand Cayman



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

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

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

Issued this 25th day of August 1998

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

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is a corporation registered and existing under the provisions of the Strata Titles Registration Law (1996 Revision) (“the Law”).
2. The Defendant is and at all material times since 29th July 1994 has been the registered proprietor and in possession of that property registered as George Town East Block 20B Parcel 205H1, known as Central Commercial Complex Unit 1 (“the Premises”).
3. Upon registration as a proprietor of the Premises, the Defendant became bound by the Plaintiff’s Bye-Laws (“the Bye-Laws”), which had been noted as a restrictive agreement in the Encumbrances Section of the Register of the premises by an instrument dated 13th January 1993.
4. By virtue of the Bye-Laws, the Defendant is bound (inter alia):-
 - (i) to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Premises;
 - (ii) to pay to the Plaintiff within 14 days of demand:-
 - (a) all contributions to the fund for administrative expenses levied by the Plaintiff pursuant to Section 6(2) of the Law; and
 - (b) such shares as shall from time to time be proportionate to the unit entitlement of the Strata Lots comprising Central Commercial Complex of all and any costs and expenses incurred by the Plaintiff in connection with the performance of its duties under the Law and under the Bye-Laws;

(c) the Bye-Laws further provide that:-

- (i) in the event of any such payments not being made within 14 days of such demand, the Defendant should pay interest thereon at the rate of 18% per annum until paid in full; and
- (ii) in the event of any such payments (together with interest accrued) not being made within 60 days of such demand, the Defendant did thereby irrevocably authorise and permit the Plaintiff to enter into possession of the Premises and further did thereby irrevocably appoint the Plaintiff to enter into possession of the Premises until such time as the said payments (together with interest accrued) had been made by her to the Plaintiff;

5. By letters of demand dated 12th September 1997 and 26th May 1998 sent by registered post, the Plaintiff has levied and sought contributions of (inter alios) the Defendant towards the said fund to cover its expenses, which the Defendant has refused and/or neglected to pay so that the sum of CI\$2,616.54 is now due and payable by the Defendant to the Plaintiff.

PARTICULARS

1.	Balance due on invoice dated 1st September 1997 for assorted outstanding fees	1,380.26
	Interest at 18% from 26th September 1997 to date	227.12
2.	Strata fees from 1st December 1997 to 1st June 1998	300.00
3.	Insurance fees for 1998	312.50

4. Garbage fees for 1998 360.00

Interest at 18% from 9th June 1998 to date 36.66

2,616.54

6. The Plaintiff is entitled to and hereby claims interest upon the said sum of CI\$2,616.54 at the rate of 18% per annum, pursuant to Article 41(iii)(aa) of the Bye-Laws, from the date hereof until Judgment or sooner payment;

AND THE PLAINTIFF claims:

- (1) Possession of the premises;
- (2) The sum of CI\$2,616.54;
- (3) Pre-Judgment interest as aforesaid upon the said sum of CI\$2,616.54 from the date hereof at the rate of CI\$1.29 per day;
- (4) Post-Judgment interest at the rate of 18% per annum, pursuant to Article 41(iii)(aa) of the Plaintiff's Bye-Laws;
- (5) Costs.

DATED this 25th day of August 1998


RITCH & CONOLLY

THIS WRIT was issued by Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is that of his said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.

