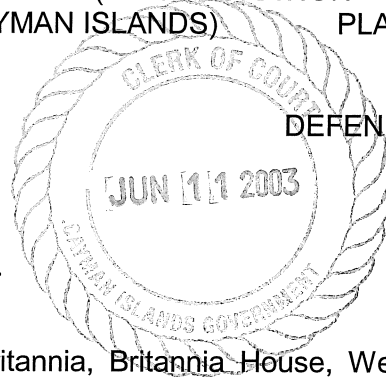
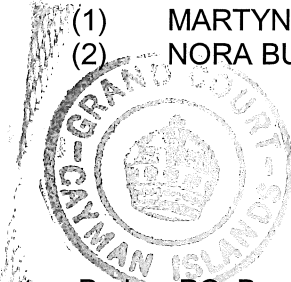


IN THE GRAND COURT OF THE CAYMAN ISLANDS

389
CAUSE NO: OF 2003

BETWEEN: THE PROPRIETORS OF STRATA PLAN NO. 147 (A CORPORATION
FORMED UNDER THE LAWS OF THE CAYMAN ISLANDS) PLAINTIFF

AND: (1) MARTYN BURKE
(2) NORA BURKE DEFENDANTS



WRIT OF SUMMONS

TO: Martyn Burke, PO Box 30497SMB, Ellesmere Britannia, Britannia House, West Bay Road, Grand Cayman

Nora Burke, PO Box 30497SMB, Ellesmere Britannia, Britannia House, West Bay Road, 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 495GT, 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 11th day of June, 2003

NOTE – This Writ may not be served later than 4 calendar 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 incorporated under the Strata Titles Registration Law 1973. The Plaintiff is the proprietor of Strata Plan 147 relating to the property registered as West Bay Beach South Registration Section, Block and Parcel Number 12D 40H69 ("the Strata Plan"). The strata development is known as the Britannia Development.
2. The Defendants are the joint owners of property known as Britannia House being Parcel 38 of Block 12D of the West Bay Beach South registration section of Grand Cayman, ("Parcel 38"). The Defendants acquired Parcel 38 in or around July 1996.

Contractual relationship between the Plaintiff and the Defendants

3. In January 1993, two freehold lots were created immediately adjacent to the Strata Plan, being Parcel 38 and Parcel 39 of Block 12D of the West Bay Beach South Registration Section. Ellesmere Britannia Ltd, ("Ellesmere") a Company incorporated under the Laws of the Cayman Islands, was the original registered proprietor of Parcel 38.
4. On 27 January 1993, the Plaintiff entered into two Deeds with Ellesmere (together "the Restrictive Agreements").
5. The first Deed of 27 January 1993 ("the First Restrictive Agreement") contained the following provisions:
 - (a) The Plaintiff granted to Ellesmere "*the non-exclusive right...to use and enjoy the common facilities of the [Plaintiff] upon payment of all fees and assessments due to the [Plaintiff] as provided by the restrictive agreements to which Parcel 38 is subject and in accordance with the terms and conditions set out therein*". [Clause 1]; and
 - (b) Ellesmere covenanted on behalf of itself and its successors in title that it would "*use...[the common property of the Plaintiff] in a manner that does not cause inconvenience, annoyance or a nuisance to the [Plaintiff] and/or their guests*" and further covenanted that it "*shall be bound by the By-Laws of Strata Plan No. 147 insofar as they relate to the common property*" [Clause 2].

6. The second of the Restrictive Agreements ("the Second Restrictive Agreement") placed certain restrictions against the title to Parcel 38 in favour of the Plaintiff. Ellesmere granted the benefit of the Restrictive Agreements to the Plaintiff as set out in Appendix 1 of the Deed. Appendix 1 included the following provisions:

- (a) In the preamble it is noted that Ellesmere covenanted with the Plaintiff "so as to bind the Residential Lot [meaning Parcel 38] into whosoever hands the same may come and to benefit and protect all that area of land known as West Bay Beach South Block 12D Parcel 40H as well as all property owned by [the Plaintiff] whether individually or collectively as the proprietors adjacent to and in the vicinity of [Parcel 38]... the same being within the same registration section as Parcel 38 and any part or parts thereof...". It is further noted in the preamble that Ellesmere "covenants with the [Plaintiff] that Ellesmere and its successors in title will at all times hereafter observe and perform the stipulations, restrictions and protective covenants following in relation to [Parcel 38]".
- (b) No building other than a private dwelling house for the residential use and occupation of a single family and buildings ancillary thereto shall be constructed on the Residential Lot... [Clause 4].
- (c) Plans and designs of all buildings and boundary fences shall be submitted to the Committee for approval and no construction shall commence until such plans and designs (as the same may be reasonably modified in accordance with the Committee's requirements) have been so approved [Clause 8].
- (d) All exterior building walls, eaves, soffits, trims and other exposed features of a building that require painting shall be painted in white or light pastel colours only (or such other colour as may be approved by the Committee) and shall blend aesthetically with the colours of the other building materials [Clause 9(d)].
- (e) No building shall, without the previous written approval of the Committee be initiated, erected, constructed, altered, placed or permitted to remain on the Residential Lot. All construction approved by the Committee shall commence within the period of 6 months from the date of such approval and shall be completed within a reasonable time after commencement. Prior to the commencement of construction on the Residential Lot Ellesmere shall meet with

the Committee to discuss all matters pertaining to the proposed works to be carried out on the Residential Lot including but not limited to maintenance and cleanliness on site, safety, security, hoarding of the site, conduct of construction crew, temporary services to the site and working hours on the site [Clause 10].

(f) Without prejudice to the provisions of paragraph 8 above, basic outline plans, elevations and specifications including a drawing showing the location of the proposed building or buildings and boundary fences in relation to the Residential Lot's boundaries shall be submitted to the Committee [Clause 11].

(g) Ellesmere will pay in the manner required of the Strata Corporation's members in its By-Laws a fair proportion (based on the square footage of all building on the Residential Lot or 3104 (whichever is the greater) taken as a proportion of the total square footage of all properties comprising the Strata Plan, the Residential Lot and all buildings on any other lot or lots which is or will be entitled to use the Strata Corporation's common property) of all regular maintenance or special assessments levied by the Strata Corporation on its members insofar only as they relate to that part or parts of the common property of the Strata Corporation which is or are used or otherwise enjoyed by Ellesmere (pursuant to a Deed of even date herewith and made between the Strata Corporation of the one part and the [sic] Ellesmere of the other part) [Clause 22].

(h) Ellesmere as mortgagee, its successors in title and their mortgagee hold their interests in the Residential Lot subject to the provisions herein contained, and Residential Lot shall acquire and occupy subject to the covenants, stipulations and restrictions recited herein [Clause 24].

7. The First Restrictive Agreement was registered against the title of West Bay Beach South, Block 12D Parcel 40(H) by the Plaintiff on 27 January 1993. The Second Restrictive Agreement was registered against the title of Parcel 38 on 16 February 1993.
8. The Plaintiff's By-Laws currently in force are those which were substituted by resolution of the Plaintiff dated 17 May 1991 ("the By-Laws") as amended by subsequent resolutions on 8 May 2001. The By-Laws include the following relevant provisions:

- (a) *“Common Property” means, in relation to any strata plan, so much of the land to which such plan relates as is for the time being not included in any strata lot contained in such plan” [Clause 1].*
- (b) *The Executive Committee [ie of the Plaintiff] may: (1) employ for and on behalf of the Corporation such agents and servants as it thinks fit in connection with the control, management and administration of the Common Property and the exercise and performance of the powers and duties of the Corporation [Clause 18].*
- (c) Clause 33 sets out the obligations upon the individual proprietors within the Strata Plan which include the following:
- (i) *Pay all rates, taxes, charges, outgoings and assessments that may be payable in respect this Strata Lot [Clause 33(2)].*
- (ii) *Pay to the Corporation within 21 days of demand:*
- (1) *all contributions necessary to establish and maintain a fund for the administrative expenses sufficient, in the opinion of the corporation, for the control, management and administration of the Common Property, for the payment of the insurance premiums and for the discharge of any other obligations of the Corporation. [Clause 33(3)(a)].*
- (2) *all other costs and expenses incurred by the Corporation in connection with performances of its duties under the Law and under these By-Laws. [Clause 33(3)(b)].*
- (3) *Provided always that (d) all costs of collection (including, inter alia, legal fees and expenses) incurred by the Corporation enforcing the proprietors obligations hereunder shall be amounts due by the proprietor to the Corporation in respect of which paragraphs a, b, and c above apply. [Proviso to Clause 33(3)].*

- (iii) *Use and enjoy the Common Property in such manner so as not to unreasonably interfere with the use and enjoyment thereof by other proprietors or their families or visitors [Clause 33(5)].*
 - (iv) *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 alternations only in accordance with such plans and specifications when approved [Clause 33(11)].*
 - (v) *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 such damage shall be presumed to have been caused by such negligence unless the proprietor shall prove to the contrary [Clause 33(16)].*
 - (vi) *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 metres situated 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 re-pay the proportion attributed to the Strata Lot upon demand by the Corporation [Clause 33(23)].*
- (d) Clause 34 sets out the rights and obligations of the Plaintiff under the By-laws, which include the following:
- (i) *Control, manage and administer the Common Property for the benefit of all proprietors [Clause 34(1)].*
 - (ii) *Keep in a state of good and serviceable repair and properly maintained the fixtures and fittings used in connection with the common property [Clause 34(2)].*
 - (iii) *Where practicable, establish and maintain suitable lawns and gardens on the Common Property [Clause 34(3)].*

- (iv) *Maintain and repair (including renewal where is 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 [Clause 34(4)].*
- (v) *Pay all existing and future rates, taxes, assessments, and outgoings now or thereafter imposed on or payable in respect of the Common Property [Clause 34(5)].*
- (vi) *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 (without prejudice the generality of the foregoing) shall (a) maintain the forecourt, gardens, shrubberies, entrance drives and roads to the 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 seasons and free from obstruction, (b) paint the exterior of the apartments usually so painted and all additions thereto in a proper and workmanlike manner as often as it may be necessary, provided always and it is expressly agreed:*

FIRSTLY, that nothing herein contained shall prejudice the Corporation's rights 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 defect of or in relation to the Common Property...

(c)... before carrying out repairs or works to the Common Property for the carrying out of which it requires access to one or more Strata Lots, give reasonable notice... in writing to the proprietor... [Clause 34(8)].

- (vii) *Secure for each and every one 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 provide for the drawing of water in each and every Strata Lot and on the Common Property [Clause 34(9)].*
- (viii) *Purchase, hire or otherwise acquire personal property for use by proprietors in connection with their enjoyment of the Common Property [(Clause 35(1)].*
- (ix) *Do all things reasonably necessary for the enforcement of the By-Laws and the control, management and administration of the Common Property [Clause 35(6)].*
- (x) *The Corporation shall consent to, approve and acquiesce in the grant of rights to the owners of the Residential Lots adjacent to the Corporation's lands, the same being more particularly known as Parcel 38 and 39 Block 12D in the West Bay Beach South Registration Section of Grand Cayman over the Common Property of the Corporation providing for the use of the facilities amenities and Common Property of the Corporation upon such terms and conditions as Ellesmere Britannia Ltd. shall in its absolute discretion see fit [Clause 37(d)].*

The nature of the Common Property

9. Schedule 1 hereto comprises a copy of a diagrammatic site plan ("the Site Plan") of the Strata Plan on which is marked in manuscript the location of Parcel 38. The residential lots within the Strata Plan are clearly marked on the Site Plan, marked with letters "A" or "B". The Common Property includes all areas of land that surround the residential lots, including gardens, the roadways, the pool area and related facilities and the docks.
10. Parcel 38 is only accessible via the roadways within the Strata Plan, all of which form part of its Common Property.

The nature of the facilities and services charged to the Defendants

11. It is the Plaintiff's case that, by reason of the restrictive agreements granted in favour of Ellesmere (as the original owner of Parcel 38) and its successors in title (including the

Defendants), in the Restrictive Agreements referred to in paragraphs 4 to 7 above and registered against the title of the Strata Plan, the Defendants use and enjoy all of the Common Property of the Strata Plan as defined in the By-Laws. There are no areas of the Common Property that are excluded from the rights that are granted under the Restrictive Agreements.

12. Schedule 2 hereto comprises a non-exhaustive list of the facilities and services and/or amenities that the Plaintiff provides and has provided to the proprietors of the lots on the Strata Plan and to the Defendants in relation to the Common Property and/or in relation to Parcel 38. It is the Plaintiff's case that all of the facilities and services that it provides in relation to the Common Property, including (without limitation) those items set out in Schedule 2 hereto, relate to part or parts of the Common Property of the Plaintiff that is or are used or otherwise enjoyed by the Defendants, and/or relate to Parcel 38.
13. in the premises, under the terms of Clause 22 of the Second Restrictive Agreement (as pleaded in paragraph 6(g) above) the Defendants are bound to make payment, in the manner required by the Plaintiff of its members in its By-Laws, of a fair proportion of all regular maintenance or special assessments levied by the Plaintiff on its members in respect of the facilities and services provided from time to time to the Common Property of the Strata Plan. It is the Plaintiff's case that the facilities and services to which Clause 22 of the Second Restrictive Agreement applies, include, without limitation, the items set out in Schedule 2.
14. Without prejudice to the generality of the foregoing, if it is necessary for the Plaintiff to demonstrate how the services and facilities set out in Schedule 2 relate to the Common Property the Plaintiff relies on the second column of Schedule 2, which provides an explanation of the items listed therein and, therefore, how they relate to the Common Property and to the Defendants' use and enjoyment of it and its facilities.

Basis of calculation of a fair proportion of maintenance assessments in respect of the Defendants' property

15. Clause 22 of the Second Restrictive Agreement provides a formula for the calculation of the amount payable by the Defendants of the regular maintenance and special assessments levied by the Plaintiff in relation to the Common Property and/or common

facilities used or otherwise enjoyed by the Defendants. The sums due by the Defendants are calculated by reference to the square footage of the building on Parcel 38 taken as a proportion of the total square footage of all properties comprising the Strata Plan, Parcel 38 and all buildings on any other lot or lots entitled to use the Common Property. The square footage of the residential building on Parcel 38 (known as Britannia House) is 5,500 square feet – the total square footage of all of the properties comprising the Strata Plan and other lots entitled to use the Common Property is 193,823 square feet. As a proportion, therefore, the Defendants are liable for 2.84% of the regular maintenance or special assessments levied in relation to the Common Property. A breakdown of the square footage of the relevant buildings is set out at Schedule 3 hereto.

History of payments made by the Defendants to date

16. Schedule 4 hereto comprises a detailed breakdown of the history of charges demanded of the Defendants and payments made by them since they acquired the property in 1996 up to 1 April 2003. Schedule 4 demonstrates that the Defendants have failed to make full and timely payments of sums levied to date by the Plaintiff under the Second Restrictive Agreement since 30 November 2000. (This is shown by the column headed "Balance" in Schedule 4). Up to 30 November 2000, the Defendants had accepted that similar items to those now in dispute were payable by them under the terms of the Second Restrictive Agreement, and the Defendants made payments in respect of such items. In the circumstances, the Defendants are estopped from denying any liability in respect of such items.

Sums due to the Plaintiff

17. The fifth column of Schedule 4 sets out the sums levied on the Defendants under clause 22 of the Second Restrictive Agreement since 1996 together with details of payments actually made. To date, the Defendants have failed to pay a total of US\$35,956.81 in respect of the sums levied to date.
18. However, it is the Plaintiffs case that it made an under-assessment of sums due and owing by the Defendants for the years 1996 to 2003. Applying the formula set out in clause 22 of the Second Restrictive Agreement as set out in paragraph 5 above, the amount that should have been levied in relation to the Common Property and for which the Defendants were liable was under-assessed by US\$52,610.40. Particulars of the

said under-assessment are set out in Schedule 5 hereto. Payment of this amount was demanded from the Defendants by way of a letter from Walkers to Solomon Harris dated 16 May 2003. No payment has been forthcoming.

19. In the premises, the Plaintiff claims a total of US\$88,567.21.
20. Without prejudice to the foregoing, it is the Plaintiff's alternative case that, if it is bound by the sums already levied upon the Defendants in respect of sums due in relation to the Defendant's use and enjoyment of the Common Property and/or common facilities provided in relation to the Common Property and/or Parcel 38 as described above, the Defendants, in breach of the Restrictive Agreements and the By-Laws have failed to pay and owe to the Plaintiff US\$35,956.81. Repayment of those sums owing by the Defendants from time to time which currently total US\$35,956.81 was demanded of the Defendants on or around the following dates:
 - (a) On or around 29 May 2001 by the issue of invoice no. 6770;
 - (b) On or around 9 July 2001 by the issue of a statement of sums due to that date;
 - (c) On or around 31 December 2001 by the issue of a statement of sums due to that date;
 - (d) By way of a letter from Walkers (Attorneys to the Plaintiff) to Solomon Harris (Attorneys to the Defendants) dated 13 March 2003.

Costs

21. At an annual general meeting of the Plaintiff held on or around 15 March 2001, the Plaintiff's shareholders unanimously passed a resolution amending the By-Laws which included the following:

"Also, under the proprietor's obligations section headed Provided Always That: the addition of a new sub-point (d) be inserted that reads:- 'all costs of collection including, inter alia, legal fees and expenses) incurred by the Corporation enforcing the proprietor's obligations hereunder shall be amounts due by the proprietor to the Corporation in respect of which paragraphs a, b and c above apply.'"

22. It is the Plaintiff's case that the Defendants are bound by the provisions of the By-Laws including that pleaded in paragraph 20 above. The provisions pleaded in paragraph 20

above relate to the manner of payment required of the Plaintiff's members, for the purposes of Clause 22 of the Second Restrictive Agreement.

23. In the premises, the Plaintiff is entitled to a full indemnity from the Defendants in respect of its legal fees and expenses of these proceedings and all steps taken in relation thereto and in respect of legal fees and expenses, incurred in collection of the sums levied on the Defendants.

PARTICULARS OF COSTS INCURRED

- (a) The Defendants first refused to pay sums levied on them by the Plaintiffs pursuant to Clause 22 of the Restrictive Agreements in or around May 2001.
 - (b) From June 2001 the Plaintiff has obtained legal advice in relation to the Defendants' said refusal.
 - (c) As at 16 May 2003, the Plaintiff has incurred legal fees and expenses amounting to US\$23,987.58.
24. Payment of this amount was demanded from the Defendants by way of a letter from Walkers to Solomon Harris dated 16 May 2003. No payment has been forthcoming. The Plaintiff claims the sum of US\$23,987.58 pursuant to the provisions of Clause 22 of the Second Restrictive Agreement.

Breach of Contract

25. Further or alternatively the Defendants' are in breach of the Restrictive Agreements. Such breach has caused loss and damage to the Plaintiff.

PARTICULARS OF LOSS

- (a) The Plaintiff repeats paragraphs 1 to 24 above.
26. The Plaintiff claims damages for breach of contract.

Interest

27. The Plaintiff claims interest on the sums claimed or such sums as found due to it pursuant to Section 34 of the Judicature Law (2002 Revision) applying the rates of

interest prescribed in the Judgment Debts (Rates of Interest) Rules 1995 applicable from time to time, as follows

- (a) In respect of the sum claimed in paragraph 17 above, the Plaintiff claims interest at the rate of 4½% per annum from the dates the levies of the amounts making up such sum were made by the Plaintiff in respect of those sum and thereafter at the rate of 4½% on the sum claimed until Judgment or sooner payment being a daily rate of US\$4.43;
- (b) In respect of the sum claimed in paragraph 20 above, the Plaintiff claims interest at the rate of 4½% per annum from 16 May 2003 amounting to US\$168.64 and thereafter at the rate of 4½% on the sum claimed until Judgment or sooner payment being a daily rate of US\$6.48;
- (c) In respect of the sum claimed in paragraph 23 above, the Plaintiff claims interest at the rate of 4½% per annum from 16 May 2003 being US\$76.96; and thereafter at the rate of 4½% on the sum claimed until Judgment or sooner payment being a daily rate of US\$2.96.


AND THE PLAINTIFF CLAIMS:

- 1. A declaration that
 - (a) The Defendants and their successors in title to Parcel 38 are subject to and bound by the terms of two Restrictive Agreements dated 27 January 1993 registered against the titles of Strata Plan 147 being property registered as Block 12D of Parcel Number 40H of the West Bay Beach South Registration Section, and Parcel 38 of Block 12D of the West Bay Beach South registration section of Grand Cayman respectively
 - (b) Pursuant to the terms of the Restrictive Agreements of 27 January 1993, the Defendants have been granted the use and enjoyment of all of the Common Property and/or common facilities of Strata Plan 147
 - (c) The Defendants are liable to pay a fair proportion of the cost of the facilities provided by the Plaintiff to the Common Property and/or to the Defendants

pursuant to and in accordance with Clause 22 of the Restrictive Agreement of 27 January 1993.

2. Payment by the Defendants of the sum of US\$52,610.40.
3. Payment by the Defendants of the sum of US\$35,956.81
4. Payment by the Defendants of the sum of US\$23,987.58 in respect of costs.
5. Further or alternatively damages and/or other relief.
6. Interest pursuant to Section 34 of the Judicature Law (2002 Revision) as set out in paragraph 27 above and/or on any sum awarded to the Plaintiff at such rate and for such period as the Court shall think fit.
7. Judgment for costs on a full indemnity basis pursuant to contract.
8. Alternatively, costs in the discretion of the Court.

DATED this 11th day of June 2003



WALKERS
Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim is filed by Walkers, Attorneys-at-Law, P.O. Box 265 GT, Walker House, Mary Street, George Town, Grand Cayman, for the Plaintiff whose address for service is care of their said Attorneys-at-Law.

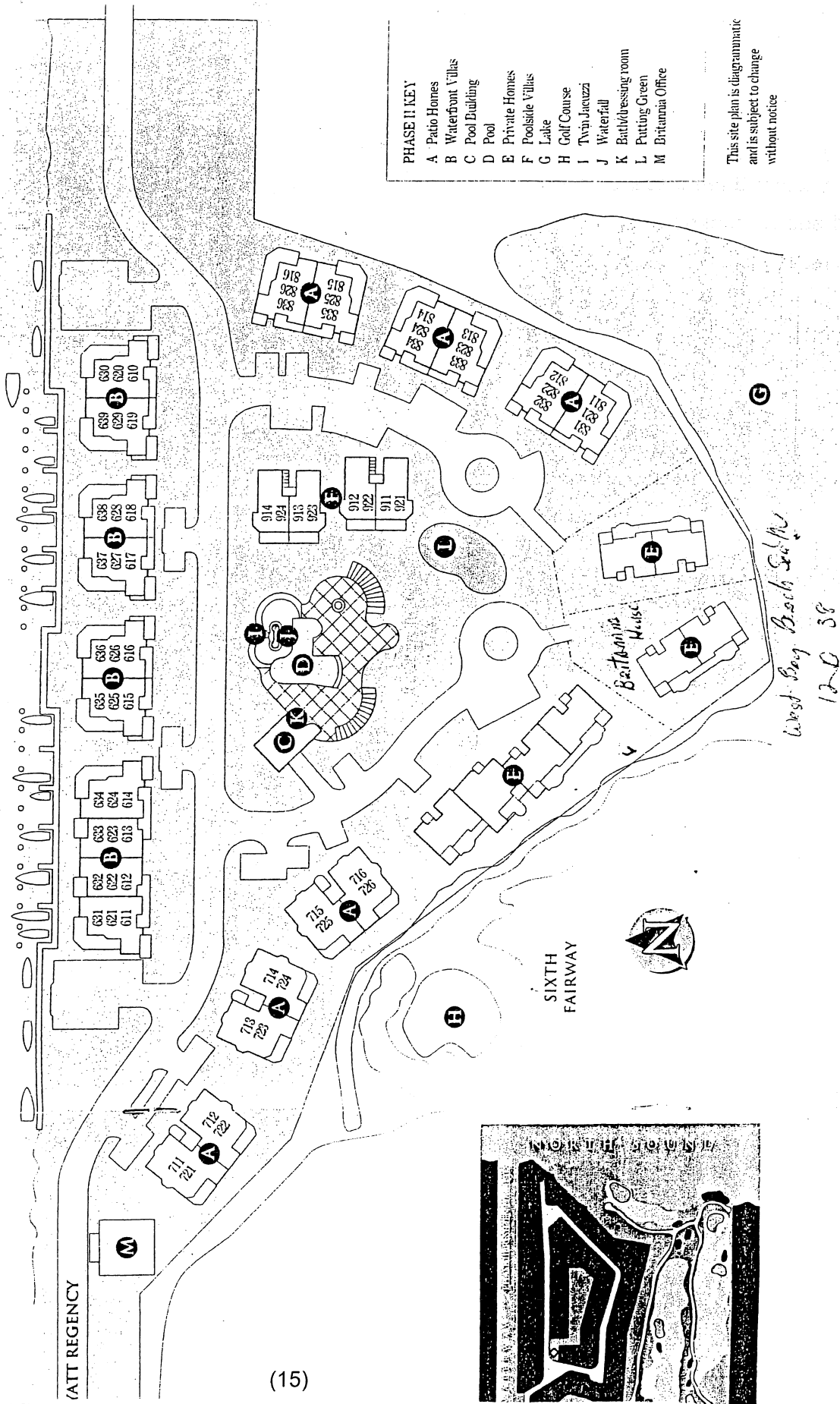
SCHEDULE 1

SITE PLAN OF STRATA PLAN 147

PHASE II KEY

- A Patio Homes
- B Waterfront Villas
- C Pool Building
- D Pool
- E Private Homes
- F Poolside Villas
- G Lake
- H Golf Course
- I Twin Jazuzza
- J Waterfall
- K Bath/Dressing room
- L Putting Green
- M Britannia Office

This site plan is diagrammatic and is subject to change without notice



SCHEDULE 2

FACILITIES AND/OR SERVICES AND/OR AMENITIES THAT THE PLAINTIFF PROVIDES AND HAS PROVIDED IN RELATION TO THE COMMON PROPERTY

Maintenance expense (in house).	Works and/or repairs carried out by Britannia Services Company Limited – maintenance staff in relation to Common Property such as painting common areas and streetlights and janitorial services.
Maintenance expense (external contractors).	Works and/or repairs carried out by outside contractors, such as in relation to electrical repairs to street lights.
Maintenance expense – cross property.	Works and/or repairs carried out to shared services that cross through the Common Property, such as roads and sewers.
Maintenance expense – consultancy services.	Engineering services for problems experienced with the Common Property and the services thereon.
Maintenance expense – pool related.	Works and/or repairs in relation to the swimming pool forming part of the Common Property.
Maintenance expense – landscaping.	Contracted landscaping services for the Common Property.
Maintenance expense – pest control (rodents).	Expenses related to setting, baiting and checking traps on the Common Property for rodents.
Maintenance expense – pest control (termites).	Expenses related to treating buildings on the Common Property for termite infestation.
Maintenance expense – garbage removal.	Government fee for removal of garbage from central collection points on the Strata Plan. Britannia House/Parcel 38 has no separate garbage collection arrangements with the Government.
Property insurance.	Includes premiums relating to Common Property.
Liability insurance.	Insurance for accidents occurring on the Common

	Property.
Utilities – water.	Water for the swimming pool and jacuzzi on the Common Property.
Utilities – sewage.	Government fee for removing waste from the Strata Plan. There is no separate sewage removal system from Parcel 38 and therefore sewage from it necessarily passes into the common sewage removal for the Strata Plan.
Utilities – electricity.	Caribbean Utilities' charges for street lighting. The Common Property is lit at night.
Utilities – electricity.	Caribbean Utilities' charges for power supply to run the swimming pool on the Common Property. The pool is part of the Common Property and requires a power supply to operate (pumps, filters, lighting etc all require power), in addition, the heated jacuzzi on the Common Property requires a power supply.
Security service.	Security contractor's fees for providing security to the Strata Plan including the Common Property. Security patrols the Common Property for the benefit of all residential lots including Parcel 38. In view of the location of Parcel 38, and the sole access through the Common Property, Parcel 38 benefits from this service.
Cable television service.	West Star cable television for supply to all residential lots on the Strata Plan and Parcel 38.
Management and overhead costs.	Relating to common facilities and the Common Property including account costs, costs operating Britannia Services Limited, office maintenance and directors' insurance.
Accounting matters.	Contingencies and reserves for unexpected matters relating to the Common Property.

SCHEDULE 3

CALCULATION OF "FAIR PROPORTION" UNDER CLAUSE 22 OF THE SECOND RESTRICTIVE AGREEMENT OF 27 JANUARY 1993 BASED ON SQUARE FOOTAGE

72 Villas – 179176

Ellesmere House – 2347

Ugland House – 6800

Burke House – 5500

Total – 193823

Parcel 38 share – 2.84% (5500 divided by 193823)

SCHEDULE 4

**BREAKDOWN OF THE HISTORY OF CHARGES LEVIED UPON THE DEFENDANTS AND
PAYMENTS MADE BY THEM SINCE THEY ACQUIRED THE PROPERTY IN 1996 UP TO 1
APRIL 2003**

See attached following 3 pages

Proprietor's Strata No. 147
Customer Balance Detail
All Transactions

Type	Date	Num	Account	Amount	Balance
Payment	8/18/2000	00045	10310 · A/R -Strata	(10,862.03)	
Invoice	9/20/2000	64	10310 · A/R -Strata	16.58	16.58
General Journal	9/30/2001		10310 · A/R -Strata	(16.58)	
Total Britannia Estates Home Owners Assoc.					
Britannia House					
Invoice	6/26/1996	818	10300 · A/R -Owners	233.56	233.56
Invoice	7/1/1996	724	10300 · A/R -Owners	1,890.00	2,123.56
Payment	7/8/1996		10300 · A/R -Owners	(2,123.56)	
Credit Memo	9/30/1996	1273	10300 · A/R -Owners	(1,165.38)	(1,165.38)
Invoice	10/1/1996	823	10300 · A/R -Owners	1,890.00	724.62
Invoice	1/1/1997	1011	10300 · A/R -Owners	1,890.00	2,614.62
Invoice	4/1/1997	1156	10300 · A/R -Owners	5,333.40	7,948.02
Payment	4/1/1997		10300 · A/R -Owners	(2,614.62)	5,333.40
Invoice	5/31/1997	FC 2	10300 · A/R -Owners	232.53	5,565.93
Invoice	6/30/1997	FC 70	10300 · A/R -Owners	59.93	5,625.86
Invoice	7/1/1997	1266	10300 · A/R -Owners	3,071.40	8,697.26
Credit Memo	7/31/1997	1274	10300 · A/R -Owners	(140.57)	8,556.69
Invoice	7/31/1997	FC 143	10300 · A/R -Owners	44.16	8,600.85
Credit Memo	7/31/1997	1281	10300 · A/R -Owners	(196.05)	8,404.80
Payment	8/14/1997		10300 · A/R -Owners	(4,625.56)	3,779.24
Payment	8/20/1997	1346...	10300 · A/R -Owners	(8,264.23)	(4,484.99)
Payment	8/21/1997	1346...	10300 · A/R -Owners	(140.57)	(4,625.56)
Invoice	10/1/1997	1360	10300 · A/R -Owners	788.76	(3,836.80)
Invoice	10/1/1997	1434	10300 · A/R -Owners	3,071.40	(765.40)
Invoice	12/31/1997	1558	10300 · A/R -Owners	401.09	(364.31)
Invoice	1/1/1998	1521	10300 · A/R -Owners	2,864.60	2,500.29
Payment	1/22/1998		10300 · A/R -Owners	(7,125.85)	(4,625.56)
General Journal	3/31/1998	JE 3-1	10300 · A/R -Owners	4,625.56	
Invoice	3/31/1998	1672	10300 · A/R -Owners	199.44	199.44
Invoice	4/1/1998	1635	10300 · A/R -Owners	2,864.60	3,064.04
Payment	4/27/1998	1358...	10300 · A/R -Owners	(199.44)	2,864.60
Invoice	6/1/1998	1767	10300 · A/R -Owners	79.26	2,943.86
Payment	6/11/1998		10300 · A/R -Owners	(11,657.47)	(8,713.61)
General Journal	6/30/1998	JE 6-1	10300 · A/R -Owners	11,657.47	2,943.86
Invoice	6/30/1998	1802	10300 · A/R -Owners	1,072.31	4,016.17
Invoice	7/1/1998	1764	10300 · A/R -Owners	2,864.60	6,880.77
Payment	7/10/1998		10300 · A/R -Owners	(2,864.60)	4,016.17
Payment	7/29/1998	1363...	10300 · A/R -Owners	(4,016.17)	
Invoice	8/31/1998	1807	10300 · A/R -Owners	79.27	79.27
Payment	9/21/1998	1363...	10300 · A/R -Owners	(79.27)	
Invoice	9/30/1998	1921	10300 · A/R -Owners	4,664.48	4,664.48
Invoice	10/1/1998	1881	10300 · A/R -Owners	2,864.60	7,529.08
Payment	10/19/1998	1363...	10300 · A/R -Owners	(2,864.60)	4,664.48
Invoice	11/1/1998	FC 509	10300 · A/R -Owners	32.72	4,697.20
Payment	12/11/1998	3546	10300 · A/R -Owners	(4,664.48)	32.72
Invoice	12/31/1998	1940	10300 · A/R -Owners	50.91	83.63
Invoice	12/31/1998	1984	10300 · A/R -Owners	2,494.84	2,578.47
Invoice	12/31/1998	1987	10300 · A/R -Owners	205.05	2,783.52
Invoice	1/1/1999	2063	10300 · A/R -Owners	5,574.00	8,357.52
Payment	1/6/1999	003685	10300 · A/R -Owners	(4,697.20)	3,660.32
Invoice	3/1/1999	2068	10300 · A/R -Owners	5,574.00	9,234.32
Credit Memo	3/19/1999	2145	10300 · A/R -Owners	(205.05)	9,029.27
Invoice	3/31/1999	2087	10300 · A/R -Owners	965.98	9,995.25
Payment	4/20/1999	004370	10300 · A/R -Owners	(9,029.27)	965.98
Invoice	5/1/1999	FC 600	10300 · A/R -Owners	6.56	972.54
Invoice	5/2/1999	2167	10300 · A/R -Owners	30.00	1,002.54
Invoice	5/7/1999	10	10300 · A/R -Owners	2,652.45	3,654.99
Invoice	5/13/1999	2235	10300 · A/R -Owners	306.37	3,961.36
Invoice	6/11/1999	2457	10300 · A/R -Owners	159.99	4,121.35
Invoice	6/30/1999	FC 623	10300 · A/R -Owners	47.79	4,169.14
Invoice	7/1/1999	2312	10300 · A/R -Owners	1,285.00	5,454.14
Invoice	7/16/1999	2527	10300 · A/R -Owners	163.20	5,617.34
Payment	7/26/1999	6046	10300 · A/R -Owners	(5,447.58)	169.76
Credit Memo	7/30/1999	2464	10300 · A/R -Owners	(249.84)	(80.08)
Invoice	7/30/1999	2485	10300 · A/R -Owners	90.60	10.52
General Journal	7/30/1999	JE7-1	10300 · A/R -Owners	10.41	20.93
General Journal	7/30/1999	JE 7-1	10300 · A/R -Owners	6.01	26.94
General Journal	7/30/1999	JE 7-1	10300 · A/R -Owners	6.21	33.15
General Journal	7/30/1999	JE 7-1	10300 · A/R -Owners	2.20	35.35
Invoice	7/30/1999	2546	10300 · A/R -Owners	20.00	55.35
General Journal	7/30/1999	JE 7-1	10300 · A/R -Owners	(55.35)	

Proprietor's Strata No. 147
Customer Balance Detail
All Transactions

Type	Date	Num	Account	Amount	Balance
Invoice	8/11/1999	2613	10300 · A/R -Owners	52.06	52.06
Invoice	8/31/1999	2632	10300 · A/R -Owners	10.00	62.06
General Journal	8/31/1999	JE 8-1	10300 · A/R -Owners	(62.06)	
Invoice	9/21/1999	2799	10300 · A/R -Owners	91.46	91.46
Invoice	9/30/1999	2691	10300 · A/R -Owners	10.00	101.46
Invoice	9/30/1999	2755	10300 · A/R -Owners	97.32	198.78
Invoice	9/30/1999	2798	10300 · A/R -Owners	408.66	607.44
Invoice	10/1/1999	2386	10300 · A/R -Owners	1,285.00	1,892.44
General Journal	10/1/1999	JE 10-1	10300 · A/R -Owners	(1,392.32)	500.12
Invoice	10/29/1999	2866	10300 · A/R -Owners	77.69	577.81
Invoice	10/29/1999	2895	10300 · A/R -Owners	10.00	587.81
General Journal	10/29/1999	JE 10-1	10300 · A/R -Owners	(594.82)	(7.01)
Invoice	10/29/1999	2933	10300 · A/R -Owners	7.01	
General Journal	11/11/1999	JE 11-1	10300 · A/R -Owners	(492.78)	(492.78)
Check	11/11/1999	53	10300 · A/R -Owners	492.78	
Invoice	11/30/1999	2975	10300 · A/R -Owners	87.12	87.12
Invoice	11/30/1999	3004	10300 · A/R -Owners	10.00	97.12
Invoice	11/30/1999	3183	10300 · A/R -Owners	2.80	99.92
Invoice	11/30/1999	3186	10300 · A/R -Owners	267.73	367.65
Invoice	12/29/1999	3057	10300 · A/R -Owners	10.00	377.65
General Journal	12/31/1999	je-12/...	10300 · A/R -Owners	6,382.98	6,760.63
Invoice	1/1/2000	3168	10300 · A/R -Owners	1,413.50	8,174.13
Invoice	1/5/2000	3357	10300 · A/R -Owners	272.93	8,447.06
Invoice	1/5/2000	3428	10300 · A/R -Owners	12.22	8,459.28
Invoice	1/31/2000	3377	10300 · A/R -Owners	10.00	8,469.28
Invoice	1/31/2000	3431	10300 · A/R -Owners	247.50	8,716.78
Invoice	1/31/2000	3489	10300 · A/R -Owners	135.36	8,852.14
Invoice	2/1/2000	4151	10300 · A/R -Owners	119.74	8,971.88
Payment	2/14/2000	0116	10300 · A/R -Owners	(794.17)	8,177.71
Payment	2/14/2000	0117	10300 · A/R -Owners	(1,397.45)	6,780.26
Credit Memo	2/14/2000	3490	10300 · A/R -Owners	(470.77)	6,309.49
Invoice	2/15/2000	3723	10300 · A/R -Owners	79.27	6,388.76
Invoice	2/29/2000	3527	10300 · A/R -Owners	10.00	6,398.76
Invoice	2/29/2000	3670	10300 · A/R -Owners	1,103.14	7,501.90
Payment	3/10/2000	000146	10300 · A/R -Owners	(6,382.98)	1,118.92
Invoice	3/31/2000	4024	10300 · A/R -Owners	10.00	1,128.92
Invoice	3/31/2000	4129	10300 · A/R -Owners	1,045.70	2,174.62
Credit Memo	3/31/2000	4248	10300 · A/R -Owners	(135.36)	2,039.26
Invoice	3/31/2000	4249	10300 · A/R -Owners	1,348.16	3,387.42
Invoice	3/31/2000	4250	10300 · A/R -Owners	943.24	4,330.66
Invoice	4/1/2000	3822	10300 · A/R -Owners	4,107.00	8,437.66
Invoice	4/1/2000	3824	10300 · A/R -Owners	2,693.50	11,131.16
Invoice	4/1/2000	3993	10300 · A/R -Owners	212.00	11,343.16
Payment	4/20/2000		10300 · A/R -Owners	(8,011.68)	3,331.48
Invoice	4/28/2000	4477	10300 · A/R -Owners	1,237.35	4,568.83
Invoice	4/28/2000	4480	10300 · A/R -Owners	27.95	4,596.78
Invoice	4/30/2000	4208	10300 · A/R -Owners	10.00	4,606.78
Payment	5/11/2000	000125	10300 · A/R -Owners	(1,206.76)	3,400.02
Invoice	5/31/2000	FC 731	10300 · A/R -Owners	38.94	3,438.96
Invoice	5/31/2000	4520	10300 · A/R -Owners	4.83	3,443.79
Invoice	5/31/2000	4586	10300 · A/R -Owners	729.38	4,173.17
Invoice	5/31/2000	4604	10300 · A/R -Owners	10.00	4,183.17
Payment	6/8/2000	000015	10300 · A/R -Owners	(1,247.35)	2,935.82
Invoice	6/30/2000	4669	10300 · A/R -Owners	10.00	2,945.82
Invoice	6/30/2000	4770	10300 · A/R -Owners	373.84	3,319.66
Invoice	6/30/2000	FC 754	10300 · A/R -Owners	14.16	3,333.82
Invoice	7/1/2000	4773	10300 · A/R -Owners	4,107.00	7,440.82
Invoice	7/1/2000	FC 792	10300 · A/R -Owners	0.16	7,440.98
Credit Memo	7/1/2000	5379	10300 · A/R -Owners	(0.16)	7,440.82
Payment	7/10/2000	000033	10300 · A/R -Owners	(2,191.61)	5,249.21
Invoice	7/31/2000	4996	10300 · A/R -Owners	1,639.35	6,888.56
Payment	8/21/2000		10300 · A/R -Owners	(5,249.21)	1,639.35
Invoice	8/31/2000	5062	10300 · A/R -Owners	678.70	2,318.05
Invoice	8/31/2000	5063	10300 · A/R -Owners	789.71	3,107.76
Invoice	9/25/2000	5142	10300 · A/R -Owners	165.50	3,273.26
Invoice	9/30/2000	5273	10300 · A/R -Owners	10.00	3,283.26
Invoice	9/30/2000	5378	10300 · A/R -Owners	1,081.70	4,364.96
Invoice	10/1/2000	5243	10300 · A/R -Owners	4,107.00	8,471.96
Payment	10/25/2000	115	10300 · A/R -Owners	(7,380.26)	1,091.70
Invoice	10/31/2000	5390	10300 · A/R -Owners	10.00	1,101.70
Invoice	10/31/2000	5493	10300 · A/R -Owners	702.24	1,803.94
Payment	11/22/2000	136	10300 · A/R -Owners	(1,806.76)	(2.82)

Proprietor's Strata No. 147
Customer Balance Detail
All Transactions

Type	Date	Num	Account	Amount	Balance
Invoice	11/30/2000	5516	10300 · A/R -Owners	145.73	142.91
Invoice	11/30/2000	5623	10300 · A/R -Owners	271.28	414.19
Invoice	12/28/2000	5947	10300 · A/R -Owners	635.28	1,049.47
Invoice	12/31/2000	5679	10300 · A/R -Owners	10.00	1,059.47
Invoice	1/1/2001	5798	10300 · A/R -Owners	4,763.00	5,822.47
Invoice	1/31/2001	5881	10300 · A/R -Owners	2,084.20	7,906.67
Invoice	1/31/2001	5902	10300 · A/R -Owners	10.00	7,916.67
Credit Memo	1/31/2001	6455	10300 · A/R -Owners	(916.41)	7,000.26
Payment	2/27/2001	000161	10300 · A/R -Owners	(5,822.47)	1,177.79
Invoice	2/27/2001	6070	10300 · A/R -Owners	1,826.57	3,004.36
Credit Memo	2/28/2001	6454	10300 · A/R -Owners	(885.63)	2,118.73
Invoice	3/30/2001	6155	10300 · A/R -Owners	1,025.80	3,144.53
Invoice	3/30/2001	6173	10300 · A/R -Owners	10.00	3,154.53
Credit Memo	3/30/2001	6453	10300 · A/R -Owners	(401.19)	2,753.34
Invoice	3/31/2001	6310	10300 · A/R -Owners	106.08	2,859.42
Invoice	4/1/2001	6308	10300 · A/R -Owners	4,763.00	7,622.42
Invoice	4/27/2001	6337	10300 · A/R -Owners	10.00	7,632.42
Invoice	4/30/2001	6407	10300 · A/R -Owners	978.94	8,611.36
Invoice	5/31/2001	6537	10300 · A/R -Owners	800.97	9,412.33
Invoice	5/31/2001	6557	10300 · A/R -Owners	10.00	9,422.33
Invoice	6/29/2001	6770	10300 · A/R -Owners	503.71	9,926.04
Invoice	7/1/2001	6692	10300 · A/R -Owners	4,763.00	14,689.04
Invoice	7/30/2001	6794	10300 · A/R -Owners	10.00	14,699.04
Invoice	8/31/2001	6930	10300 · A/R -Owners	10.00	14,709.04
Invoice	8/31/2001	7028	10300 · A/R -Owners	368.81	15,077.85
Invoice	9/10/2001	7075	10300 · A/R -Owners	186.51	15,264.36
Invoice	9/28/2001	7188	10300 · A/R -Owners	10.00	15,274.36
Invoice	9/28/2001	7289	10300 · A/R -Owners	677.70	15,952.06
Invoice	10/1/2001	7150	10300 · A/R -Owners	4,763.00	20,715.06
Invoice	10/31/2001	7443	10300 · A/R -Owners	323.57	21,038.63
Invoice	11/30/2001	7571	10300 · A/R -Owners	365.60	21,404.23
Invoice	12/3/2001	7605	10300 · A/R -Owners	180.35	21,584.58
Invoice	12/31/2001	7769	10300 · A/R -Owners	986.38	22,570.96
Invoice	1/1/2002	7683	10300 · A/R -Owners	3,994.54	26,565.50
Invoice	2/1/2002	7979	10300 · A/R -Owners	377.86	26,943.36
Invoice	3/1/2002	8232	10300 · A/R -Owners	478.25	27,421.61
Invoice	3/1/2002	8233	10300 · A/R -Owners	8.34	27,429.95
Payment	3/15/2002	194	10300 · A/R -Owners	(20,000.00)	7,429.95
Invoice	3/22/2002	8117	10300 · A/R -Owners	10.00	7,439.95
Invoice	4/1/2002	8101	10300 · A/R -Owners	3,994.54	11,434.49
Invoice	4/3/2002	8313	10300 · A/R -Owners	1,378.10	12,812.59
Invoice	4/3/2002	8319	10300 · A/R -Owners	8.57	12,821.16
Invoice	4/30/2002	8487	10300 · A/R -Owners	768.07	13,589.23
Invoice	4/30/2002	8495	10300 · A/R -Owners	5.97	13,595.20
Invoice	5/18/2002	8531	10300 · A/R -Owners	128.16	13,723.36
Invoice	5/31/2002	8570	10300 · A/R -Owners	10.00	13,733.36
Invoice	5/31/2002	8668	10300 · A/R -Owners	822.00	14,555.36
Invoice	5/31/2002	8675	10300 · A/R -Owners	1.44	14,556.80
Invoice	6/30/2002	8887	10300 · A/R -Owners	923.06	15,479.86
Invoice	7/1/2002	8753	10300 · A/R -Owners	3,994.54	19,474.40
Invoice	7/31/2002	9034	10300 · A/R -Owners	707.76	20,182.16
Invoice	7/31/2002	9043	10300 · A/R -Owners	2.40	20,184.56
Invoice	8/30/2002	9136	10300 · A/R -Owners	390.13	20,574.69
Invoice	9/10/2002	9226	10300 · A/R -Owners	179.91	20,754.60
Invoice	9/30/2002	9377	10300 · A/R -Owners	710.27	21,464.87
Invoice	9/30/2002	9385	10300 · A/R -Owners	0.72	21,465.59
Invoice	10/1/2002	9300	10300 · A/R -Owners	3,994.54	25,460.13
Invoice	10/31/2002	9562	10300 · A/R -Owners	334.26	25,794.39
Invoice	10/31/2002	9568	10300 · A/R -Owners	4.83	25,799.22
Invoice	11/29/2002	9806	10300 · A/R -Owners	542.21	26,341.43
Invoice	11/29/2002	9859	10300 · A/R -Owners	17.66	26,359.09
Invoice	12/31/2002	9981	10300 · A/R -Owners	14.78	26,373.87
Invoice	1/1/2003	9647	10300 · A/R -Owners	3,994.54	30,368.41
Invoice	1/1/2003	9723	10300 · A/R -Owners	66.69	30,435.10
Invoice	1/2/2003	10125	10300 · A/R -Owners	679.21	31,114.31
Invoice	1/31/2003	10126	10300 · A/R -Owners	318.71	31,433.02
Invoice	2/28/2003	10277	10300 · A/R -Owners	444.11	31,877.13
Invoice	2/28/2003	10284	10300 · A/R -Owners	18.45	31,895.58
Invoice	4/1/2003	10138	10300 · A/R -Owners	4,061.23	35,956.81

Total Britannia House

35,956.81

35,956.81

CAC Engineering Ltd.

SCHEDULE 5

PARTICULARS OF AMOUNTS UNDER ASSESSED AND DUE BY THE DEFENDANTS

Under-assessments:

for 1996 as follows:

(1)	Janitorial service @ 50%	\$217.50	
(2)	Landscaping (Private)	3,090.63	
(3)	Common Irrigation Water	1,232.50	
(4)	Street Lighting	609.00	
(5)	Property (Common) Insurance	127.57	_____
	Total		\$5,322.20

for 1997 as follows:

(1)	Janitorial service @ 50%	\$895.48	
(2)	Landscaping (Private)	6,181.27	
(3)	Common Irrigation Water	1,507.71	
(4)	Street Lighting	1,315.88	
(5)	Property (Common) Insurance	285.55	
(6)	General Reserve @ 25%	1,305.00	
(7)	Contingency Budget	1,305.00	_____
	Total		\$12,795.89

for 1998 as follows:

(8)	Janitorial service @ 50%	\$652.50	
(9)	Landscaping (Private)	6,181.27	
(10)	Common Irrigation Water	2,032.00	
(11)	Street Lighting	1,537.00	
(12)	Property (Common) Insurance	174.43	
(13)	Workers Comp. Insurance	21.75	
(14)	General Reserve @ 25%	326.25	
(15)	Contingency Budget	1,305.00	
(16)	Pestkill (Common Property)	188.44	
(17)	Replacement Landscaping	229.10	_____
	Total		\$12,643.74

for 1999 as follows:

(18)	Landscaping	\$1,377.00	
(19)	Utilities/Water	922.00	
(20)	Pool	338.00	
(21)	Pest Control	233.00	
(22)	Pool Electrical	699.00	
(23)	Property Insurance	199.00	_____

for 2000 as follows: Total \$3,768.00

(24)	Landscaping	\$1,586.00
(25)	Utilities/Water	974.00
(26)	Pool	310.00
(27)	Pest Control	180.00
(28)	Pool Electrical	658.00
(29)	Property Insurance	280.00

Total \$3,988.00

for 2001 as follows:

(1)	Landscaping	\$1,767.00
(2)	Utilities/Water	1,278.00
(3)	Pool	309.00
(4)	Pest Control	55.00
(5)	Pool Electrical	469.00
(6)	Property Insurance	322.00

Total \$4,200.00

for 2002 as follows:

(7)	Landscaping	\$1,509.00
(8)	Utilities/Water	1,232.00
(9)	Pool	802.07
(10)	Pest Control	28.39
(11)	Pool Electrical	567.80
(12)	Property Insurance	634.04
(13)	Property Valuation	5.11

Total \$4,778.41

for 2003 as follows:

(14)	Landscaping	\$1,243.00
(15)	Utilities/Water	1,278.00
(16)	Pool	532.48
(17)	Pest Control	779.41
(18)	Pool Electrical	602.23
(19)	Property Insurance	679.04

Total \$5,114.16

GRAND TOTAL (1996 – 2003) \$52,610.40