

**Cause No.: 202300328**

JPN HOLDINGS, LLC, as Trustee of the 304 JEANETTA LAND TRUST,	§	IN THE DISTRICT COURT
	§	
	§	
<i>Plaintiff,</i>	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
CHAMBORD OWNERS ASSOCIATION, INC. and HIGH SIERRA MANAGEMENT, INC.,	§	
	§	
	§	
<i>Defendants.</i>	§	164 <sup>th</sup> JUDICIAL DISTRICT

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**PLAINTIFF'S APPLICATION FOR INJUNCTIVE RELIEF**

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TO THE HONORABLE COURT:

COMES NOW the Plaintiff, JPN HOLDINGS, LLC, as Trustee of the 304 JEANETTA LAND TRUST, and makes and files this application for a injunctive relief, and will show:

**I. FACTS**

1. Plaintiff purchased the real property located at 3100 Jeanetta St., Unit 304, Houston, Texas 77063 (the "Property"), on August 3, 2021, by virtue of a Substitute Trustee's Deed, recorded as Instrument No.: RP-2021-440765, deed records of Harris County, Texas. The Property was purchased at an assessment lien foreclosure sale.
2. The Property is a part of the Chambord Condominiums, a condominium regime established in September 1980, by virtue of a Declaration of Condominium Regime, recorded as File No. G746417, condominium records of Harris County, Texas.
3. The condominium is governed by Chambord, and at the time Plaintiff purchased the property, Chambord had hired KRJ Management, Inc. ("KRJ"), to serve as the association's manager. Upon purchasing of the Property, Plaintiff contacted KRJ, who provided some basic information about the Property (e.g. its designated parking

space, utilities information, gate code information, etc.), and also indicated it had installed plywood at the rear entrance after the unit was damaged in a storm and the prior owner could not be located. KRJ promised and represented that, so long as the Property was secured, Plaintiff did not need to make any changes while it focused on other improvements and needed maintenance.

4. Then, in the summer of 2022, Chambord discharged KRJ, and hired High Sierra as its new manager, and things went south. High Sierra, at all times material hereto, was acting as Chambord's agent and at its direction.
5. On June 28, 2022, High Sierra, on behalf of Chambord, sent Plaintiff two notices, alleging that patio was not in "neat and good repair," and finding a chest was on the patio and constituted using the patio as storage, and demanding replacement of the wooden covering over the back patio door.
6. The declaration for the Chambord Condominiums provides:

"The association shall have the right of access to each Unit and its appurtenant Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of Common Elements, or at any time deemed necessary for the making of emergency repairs..." (emphasis added).

Nowhere in the declaration, or any amendment or supplement thereto, is Chambord, or its manager, authorized to enter a unit, without notice to or the consent of the unit owner, for the purposes of investigating possible rules violations.

7. Further, while the declaration prohibits enclosing a patio for storage purposes, no rule or provision provides that merely having a chest on a patio (invisible to anyone not trespassing on the property), is a finable offense.

8. Plaintiff reached out to Tamara Henderson at High Sierra, who confirmed, despite the chest not being visible from any public or common area of the condominiums, High Sierra had entered the Property, without notice to or consent by Plaintiff, and taken photographs to discover alleged violations – and no repairs were made which would otherwise have authorized Chambord or High Sierra to enter the Property. The noticed provided “if you do not request a hearing within the time frame specified, a fine may be imposed against your property.” On July 22, 2022, Plaintiff filed a written request for a hearing before the Chambord board. No response was received.
9. Then, on August 5, 2022, High Sierra, acting for Chambord, without affording Plaintiff any hearing, sent notice that a total of \$600 in fines had been assessed against the Property. On August 10, 2022, Plaintiff again filed a written request for a hearing before the board of Chambord. No response was ever received.
10. Plaintiff reached out to High Sierra’s president, Sherri Carey, who promised to investigate the matter and call Plaintiff back. She never did.
11. Then, on November 2, 2022, Kim Horton, a debt collector for High Sierra, contacted Plaintiff about outstanding assessments and fines owed on the Property. Plaintiff and Ms. Horton had what was believed to be a productive conversation. But, on November 7, 2022, after speaking with Chambord’s board, Ms. Horton made demand for immediate payment, and attempted to invoke “the required 209 after the 10 day email demand for assessment if not paid” (presumably, and mistakenly referring to the inapplicable Chapter 209, Texas Property Code).
12. On November 8, 2022, Ms. Horton disregarded and ignored Plaintiff’s claims about the improper assessment of fines and denial of access to the property, and demanded

Plaintiff inform her how it intended to proceed and if Plaintiff wanted to “move forward legally” the conversation would stop and the matter would be referred to counsel, at which point “you will have to deal directly with the Association’s attorney’s and any legal fees incurred will be billable to your account.” There is no authority by which a property owner exercising its right to assert claims against the association entitle the association to bill a property owner’s account for any legal fees incurred. This threat was not only inaccurate, it constated an unlawful debt collection practice by saying a debt would definitely be increased by attorney’s fees when there was no provision authorizing the same.

13. Uncoincidentally, on November 7, 2022 (the same day Ms. Horton purported to speak with the Chambord board), High Sierra, on behalf of Chambord, in a blatant retaliatory tactic, issued another violation notice, this time for a functioning light fixture on the back patio missing a glass piece, and proceeded to assess a fine for \$300 on December 14, 2022, after Plaintiff began engaging with the counsel designated by Defendants. There is absolutely no authority which authorizes Defendants to assess finds on a functioning, aesthetically acceptable light fixture because it does not have glass enclosing the bulb.
14. After contacting counsel as directed by Ms. Horton, counsel indicated he would dispatch Defendants *again* to enter the Property, without authorization, to verify alleged violations had been cured.
15. Since filing and being served with this suit, High Sierra *again* assessed a \$300 fine for a missing piece of glass on a light fixture, and issued *another* violation notice for there being burgundy drapery in the windows of the Property.

16. It is clear High Sierra, in concert with Chambord, has embarked on a campaign of harassment and retaliation for Plaintiff's assertion of its claims, and have repeatedly shown they intend to continue to do so during the pendency of this lawsuit.

17. On multiple occasions, Plaintiff has requested whatever authority, rules, regulations, or declarations upon which Defendants are relying to assess these fines – but Defendants have failed or refused to do so since Plaintiff purchased the Property.

18. Plaintiff has asserted the following causes of action in this case:

- a. Trespass;
- b. Private Nuisance;
- c. Tortious interference with prospective relations;
- d. Promissory estoppel; and
- e. Negligent misrepresentation.

19. Plaintiff maintains both Defendants should be held jointly and severally liable on the following bases:

- a. Aiding and abetting by:
  - i. Assisting or encouraging;
  - ii. Assisting and participating; and/or
  - iii. Concert of action;
- b. Conspiracy; and/or
- c. Principal-agent liability for actual and/or apparent authority.

20. Plaintiff has also sued for declaratory relief, seeking declarations that:

- a. Chambord and High Sierra, or anyone acting on their behalf or at their direction, may not enter the Property without Plaintiff's consent except as necessary for the maintenance, repair or replacement of Common Elements, or at any time deemed necessary for the making of emergency repairs;

- b. Chambord and/or High Sierra, or anyone acting on their behalf or at their direction may not enter the Property for the purpose of investigating alleged violations of rules or regulations;
- c. All fines assessed by Chambord and/or High Sierra against the Property on or about August 5, 202 and/or December 14, 2022, arising from boarding on the back patio door, and/or the condition of the patio itself, and/or a functioning light fixture (notwithstanding whether it has glass, are void and unenforceable;
- d. Declare the amount owed, if any, by Plaintiff to Chambord after all offsets applied by virtue of a judgment rendered in Plaintiff's favor in this suit, and after any assessed fines are invalidated; and
- e. Under the current declarations and covenants of the Chambord condominium regime, Chambord and High Sierra must provide remote access to the condominium property by phone without regard to the phone number provided by Plaintiff.

21. Plaintiff has also sought a permanent injunction.

## **II. APPLICATION FOR INJUNCTIVE RELIEF**

22. Plaintiff incorporates all facts alleged above, below, and herein, and requests this Court render a temporary restraining order, immediately enjoining Defendants, or anyone acting on their behalf, at their direction, or in concert with them, from:

- a. Entering the Property (or its enclosed fenced area) for any purpose other than as necessary for the maintenance, repair or replacement of Common Elements, or at any time deemed necessary for the making of emergency repairs; and/or
- b. Assessing, attempting to collect, or charging any assessments or fines against the Property without prior application and approval from this Court, especially those for otherwise operational light fixture and those which are not visible unless entry to the Property is required.

23. Plaintiff is likely to prevail on the merits at trial – especially on its trespass and declaratory judgment claims, because Defendants have not been able to produce or make any showing that they lawfully have the right to assess fines for the reason(s) they have, and they have done so in retaliation for Plaintiff's assertion of its claims.

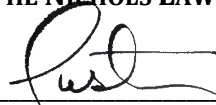
24. Imminent harm exists because Defendants have shown – even since this suit being filed and served – they are willing to continue their campaign of harassment and illegal assessments of meritless fines, further clouding Plaintiff’s title to the Property.
25. Without injunctive relief, Plaintiff will suffer irreparable because Defendants will continually assess bogus fines – for any number of different petty and unwarranted so-called “violations,” and Defendants will continue to commit trespass onto Plaintiff’s Property beyond what is allowed by the Declarations. Further, Defendants’ continue conduct will continually disrupt the status quo and render it impossible to have a trial with clear and defined issues if Defendants continue to assess fines and commit trespass.
26. Without injunctive relief, there is no adequate remedy at law, because damages cannot be adequately calculated, and there is a high likelihood Defendants cannot afford to pay damages if they are continued to be allowed to trespass and assess unlawful fines in violation of Plaintiff’s rights.
27. Plaintiff is ready, willing, and able to post a bond to secure issuance of the temporary injunction requested herein, and request said bond not exceed \$500.
28. This application is supported by the Affidavit of Justin P. Nichols, attached hereto, and incorporated herein for all purposes.
29. Plaintiff requests the Court make the temporary restraining order a temporary injunction during the pendency of this suit, and upon final trial, makes the injunction permanent.

**III. PRAYER**

WHEREFORE, Plaintiff prays and requests the Court grant the injunctive relief as requested herein, and further prays for general relief.

Respectfully submitted,

**THE NICHOLS LAW FIRM, P.L.L.C.**



JUSTIN P. NICHOLS

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ADAM B.J. POOLE

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**ATTORNEYS FOR PLAINTIFF**

**Certificate of Service**

I certify a true and correct copy of the foregoing instrument was served upon all parties/attorneys of record in accordance with Tex. R. Civ. P. 21a on February 9, 2023.

**Via E-File**

Walter E. Spears, Esq.

Jeffrey B. Hardaway, Esq.

*Attorney for Chambord Owners Association, Inc.*

**Via Certified Mail, RRR**

**# 7021 1970 0000 2359 6671**

High Sierra Management, Inc.

c/o Sowell, Alvares & Walls, PLLC, Registered Agent

21320 Provincial Blvd.

Katy, Texas 77450



JUSTIN P. NICHOLS



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v.  CHAMBORD OWNERS ASSOCIATION, INC. and HIGH SIERRA MANAGEMENT, INC.,  <i>Defendants.</i>		

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**Affidavit of Justin P. Nichols**

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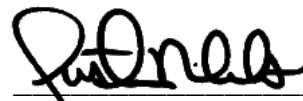
STATE OF TEXAS           §  
COUNTY OF BEXAR       §

On this day, before me, the undersigned authority, personally appeared Justin P. Nichols, and after being first duly sworn, deposed as follows:

1. My name is Justin P. Nichols. I am over the age of 18, of sound mind, and in able condition to make this affidavit. I have first-hand, personal knowledge of the facts stated herein, which I swear are true and correct.
2. I am the president and sole member of JPN Holdings, LLC, which operates as a corporate fiduciary for real estate and land trusts. I am also a licensed attorney.
3. I have read the foregoing Application for Temporary Injunctive Relief, and I certify the facts stated therein are true and correct, and incorporate those facts into this affidavit as if set forth verbatim herein.
4. Since acquiring the Property known as 3100 Jeanetta St., Unit 304, Houston, Texas 77063 (the "Property"), the first acquiring the property, the management company for Chambord was KRJ Management, In. ("KRJ"). Even though it was the management company, it seemed confused by what a foreclosure of an assessment lien was, but they worked with us to get access to the property and the community. KRJ told me they had erected a temporary rear door after the

property had been damaged in a storm. I was told the door was fine so long as the property was secured.

5. During the course of KRJ's management we attempted to coordinate payment of assessments, but could not get statements, and at least one payment wasn't properly applied.
6. During the summer of 2022, Chambord apparently terminated its contact with KRJ, and hired High Sierra to be its property manager. This is where things began to go south. High Sierra and Chambord reneged on its representations about the temporary door, and Chambord and/or High Sierra began entering the property, without permission or notice, to inspect the back patio.
7. Chambord sent notices to my office regarding alleged violations and stated I could request a hearing before the board of directors. I timely made requests repeatedly, but was never granted a hearing. Chambord and High Sierra continue to misinterpret rules and regulations beyond their scope in a retaliation for asserting claims against the association, without any other remedy at law.
8. Chambord and High Sierra continue to trespass on our property, continue to assess fines for things that are not authorized, and continue to deny hearings before the board of directors.

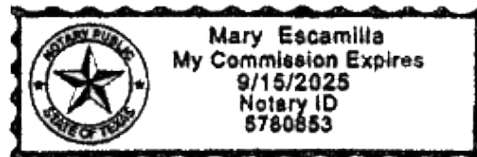


JUSTIN P. NICHOLS  
Affiant

SWORN TO and SUBSCRIBED before me on February 9, 2023.



Notary Public - State of Texas



### Automated Certificate of eService

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Justin Nichols  
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Envelope ID: 72594957  
Status as of 2/9/2023 10:26 AM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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Jeffrey B. Hardaway		jhardaway@bartleyspears.com	2/9/2023 9:33:22 AM	SENT