

MISSION BEND NORTH CIVIC  
IMPROVEMENT ASSOCIATION

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IN THE DISTRICT COURT

VS.

HARRIS COUNTY, TEXAS

UBALDO PATINO

295<sup>TH</sup> JUDICIAL DISTRICT

**AFFIDAVIT OF JACLYN HALE IN SUPPORT OF JUDGMENT**

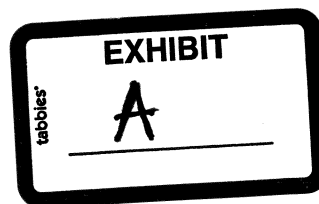
THE STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Jaclyn Hale who, being by me first duly sworn, upon his oath did depose and say the following:

1. “My name is Jaclyn Hale. I am employed by Principal Management Group of Houston, managing agent for Mission Bend North Civic Association, Plaintiff in the above-styled and numbered cause. I am over the age of eighteen (18) years and fully competent to make this Affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts stated in this Affidavit and said facts are true and correct.
2. Plaintiff was organized for the purpose of caring for and maintaining Mission Bend North (the “Subdivision”) and generally attending to the best interest of the property owners in the Subdivision. Plaintiff’s affairs are managed by a Board of Directors, which is charged with the day-to-day operational responsibilities, including collecting annual and special assessments as may be necessary to effectively operate the project as well as further managerial functions set forth in the Bylaws of Plaintiff (“Bylaws”).
3. The Covenants, Conditions and Restrictions, as supplemented and amended from time to time (collectively the "Declaration") was recorded in the office of the Harris County Clerk. A true and correct copy of the Declaration is attached hereto as Exhibit “A-1” and incorporated herein by reference.
4. Defendant, DONNA PATINO is the owner of property in the Subdivision which is more completely described in the Warranty Deed attached as Exhibit “A-2.” Defendant took title to the Property after the date the Declaration was filed. Defendant’s title to the Property is subject to the covenants, conditions,



limitations and stipulations set forth in the Declaration.

5. Defendants are required to pay annual assessments to meet common expenses of the Subdivision. Defendant is also required to pay interest, costs, and reasonable attorneys' fees related to the collection of the sum due.
6. As a property owners in the Subdivision, Defendant is required to comply with the covenants, conditions, and restrictions of the Declaration, including paying assessments. Defendant has failed to pay maintenance assessments and is delinquent in such payment. After all offsets and credits, Defendant currently owes **\$3,954.88** in maintenance assessments, interest, and costs of collection. Attached as Exhibit "A-3" is Defendant's account statement reflecting all charges, payments, and offsets. The attorney fees associated with such invoices and are being sought separately through Hoover Slovacek LLP's attorneys' fee affidavit and Defendant's balance is computed as follows:

| <b>Date</b>   | <b>Charge</b>                                     | <b>Amount</b> |
|---|---|---------------|
| 2014  | Annual Assessment Balance                         | \$148.36      |
| 2015  | Annual Assessment                                 | \$325.00      |
| 2016  | Annual Assessment                                 | \$325.00      |
| 2017  | Annual Assessment                                 | \$325.00      |
| 2018  | Annual Assessment                                 | \$325.00      |
| 2019  | Annual Assessment                                 | \$325.00      |
| 2020  | Annual Assessment                                 | \$325.00      |
| 2021  | Annual Assessment                                 | \$325.00      |
| 2014 -2021  | Interest  | \$330.78      |
| 2019-2021   | Costs (excluding court costs assessed separately) | \$1,200.74    |
| Total unpaid assessments, interest, and collection cost |   | \$3,954.88    |

7. As a result of Defendant not paying the sums due and owing pursuant to the terms of the Restrictions, Plaintiff has employed the law firm of Hoover Slovacek, LLP.
8. Plaintiff made written demand upon Defendant for payment of all past-due and unpaid assessments more than thirty days before filing suit. A true and correct copy of one such demand is attached hereto as Exhibit "A-4." As a result of Defendant not paying the sums due and owing pursuant to the terms

of the Declaration, Plaintiff has employed the law firm of Hoover Slovacek LLP to represent Plaintiff in this action and Plaintiff has agreed to pay said law firm reasonable and necessary attorneys' fees in this matter.

9. I am a custodian of records for Mission Bend North Civic Association. The exhibits attached hereto are records which are kept in the regular course of business, and it was the regular course of business of MISSION BEND NORTH CIVIC ASSOCIATION, for an employee or representative of MISSION BEND NORTH CIVIC ASSOCIATION, with knowledge of the act or event recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the originals or exact duplicates of the original.

EXECUTED on this the 8 day of September, 2021.

By: Jaclyn Carlisle  
Jaclyn Hale

SUBSCRIBED AND SWORN TO BEFORE ME on this the 8<sup>th</sup> day of September

2021.

Kristen Wilbanks  
Notary Public, State of Texas

