

CAUSE NO. 201815102

HILSHIRE PARK COMMUNITY
ASSOCIATION, INC.
PLAINTIFF

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IN THE DISTRICT COURT

vs.

HARRIS COUNTY, TEXAS

GARLAND BOYETTE, JR.
DEFENDANT

AGREED JUDGMENT AND ORDER

ON THIS _____ day of _____, 2019, came on to be considered the above-entitled and numbered cause wherein Hilshire Park Community Association, Inc. is Plaintiff and Garland Boyette, Jr. is Defendant. The parties having appeared herein by consent, which is evidenced by their signature hereto, have announced by their signature hereto, their intention to enter into an agreed upon judgment.

Defendant, Garland Boyette, Jr., desires the judgment to be binding upon Defendant contractually, as well as being decreed and enforced, from the date same is signed. To that end, Defendant agrees that this judgment shall be and become final on the day it is signed by the Court, and Defendant expressly waives all rights to review this judgment, appellate or otherwise.

Defendant, Garland Boyette, Jr., agrees that Defendant is liable to Plaintiff Hilshire Park Community Association, Inc., in the amount of Six Thousand Seven Hundred Ten and 07/100 (\$6,710.07) in delinquent maintenance fees, attorneys' fees and costs of Court. Defendant also stipulates that in the event that Plaintiff is required to pursue its post-judgment foreclosure remedy that Defendant shall be liable for an additional One Thousand Five Hundred Dollars and Zero cents (\$1,500.00) as reasonable attorneys' fees in exercising this right.

Defendant further agrees and stipulates that Defendant will and does waive all rights Defendant may have in any claim which has or may arise from the transaction and occurrences made the basis of this suit. Defendant hereby agrees to dismiss, with prejudice, all counterclaims and affirmative defenses presently pending, or which could have been raised, against Plaintiff.

It is therefore, ORDERED, ADJUDGED, and DECREED that Plaintiff, Hilshire Park Community Association, Inc., have and recover of and from Defendant, Garland Boyette, Jr. , the sum of Six Thousand Seven Hundred Ten and 07/100 (\$6,710.07), together with post-judgment interest at the highest rate per annum allowable by law on all amounts awarded herein from the date of judgment until paid;

It is further, ORDERED, ADJUDGED, and DECREED that any and all claims of Defendant which have or may arise out of the transactions and occurrences made the basis of this suit, or which could have been raised in this suit, be and are hereby dismissed with prejudice as to re-filing of the same;

It is further, ORDERED, ADJUDGED and DECREED that Plaintiff shall have foreclosure of a lien on the following described property:

Being the northwesterly portion of Lot Eighteen (18), in Block One (01), of Hilshire Park, , a subdivision in Harris County, Texas, according to the map or plat records thereof recorded under Film Code No. 415074 of the map records of Harris County, Texas and more commonly described as: 1444 Moritz Dr, Houston TX 77055-3206.

The lien is set forth in the Declaration of Covenants, Conditions and Restrictions governing the property the subject of the case at bar, said Declaration being recorded in the Real Property Records of Harris, Texas;

It is further, ORDERED, ADJUDGED and DECREED that an order of sale shall issue to any sheriff or constable within the State of Texas, to seize and sell the above-described property

the same as under execution in satisfaction of this judgment. The sheriff or other officer executing the order of sale shall place the purchaser of the above-described property in possession within thirty (30) days after date of sale. The order of sale shall have all the force and effect of a writ of possession between the parties in this action and any person claiming under the Defendant by any right acquired pending this action;

It is further, ORDERED, ADJUDGED and DECREED that, in the event that Plaintiff is required to effect the legal steps necessary to sell the above-described property at foreclosure sale, Plaintiff is awarded an additional One Thousand Five Hundred Dollars and Zero cents (\$1,500.00) as reasonable attorneys' fees incurred in exercising this right;

It is further, ORDERED, ADJUDGED and DECREED that if the property cannot be found or if the proceeds of the sale are insufficient to satisfy the judgment, the sheriff or constable shall take the money on any unpaid balance out of any other property of Defendant, as in the case of ordinary execution;


It is further, ORDERED, ADJUDGED and DECREED that if any surplus remains after the payment of the sums adjudged to be due, it shall be passed to Defendant.

Plaintiff is allowed such writs and processes as may be necessary in the collection or enforcement of this judgment.

The parties stipulate that a facsimile of this Agreed Judgment may be filed with this court in place of the original.

All relief is not expressly granted herein is DENIED. This judgment fully disposes of all claims and parties before this court.

SIGNED this _____ day of _____, 2019.

Signed: 
5/2/2019
PRESIDING JUDGE


APPROVED AS TO FORM AND SUBSTANCE:

VP Legal, PLLC

By: 

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ATTORNEYS FOR PLAINTIFF.
Hilshire Park Community Association, Inc.


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Date 4/30/19