

NO. _____

**PONDEROSA FOREST
MAINTENANCE ASSOCIATION**

* **IN THE DISTRICT COURT**

V.

* **HARRIS COUNTY, TEXAS**

GREENLEAF HOUSE LLC

* **____ JUDICIAL DISTRICT**

PLAINTIFF'S ORIGINAL PETITION FOR INJUNCTIVE RELIEF

COMES NOW, PONDEROSA FOREST MAINTENANCE ASSOCIATION,
(hereinafter referred to as "Plaintiff" or as the "Association"), complaining of **GREENLEAF
HOUSE LLC** (collectively hereinafter referred to as "Defendant"), and files this, Plaintiff's Original
Petition for Injunctive Relief. For cause of action and grounds for relief, Plaintiff would respectfully
show:

I.
Plaintiff is a Texas non-profit corporation, empowered to bring this action pursuant to the
deed restrictions for a subdivision in Harris County, Texas, known as **PONDEROSA FOREST**.
Plaintiff conducts business in Harris County, Texas.

Plaintiff intends that discovery be conducted under Discovery Level 2.

II.

Defendant, **GREENLEAF HOUSE LLC**, owns property in Harris County, Texas.
Defendant **GREENLEAF HOUSE LLC** a Texas corporation, may be served pursuant to sections
5.201 and 5.255 of the Texas Business Organizations Code by serving the registered agent of the
corporation, Stacey Perry at 1431 Wirt Rd. #108, Houston, TX, 77055, its registered office, or by
serving any manager or member of said corporation.

III.

Defendant is the legal owner of property located in the subdivision known as **PONDEROSA FOREST** and is therefore bound by the Deed Restrictions for **PONDEROSA FOREST MAINTENANCE ASSOCIATION**.

IV. DEED RESTRICTION VIOLATIONS

PONDEROSA FOREST MAINTENANCE ASSOCIATION, a Texas Corporation, as Declarant, executed and filed that certain Deed Restrictions for **PONDEROSA FOREST** subdivision and all amendments thereto, a residential subdivision in Harris County, Texas, hereinafter referred to as the "Declaration" or "Restrictions", which Restrictions were filed for record in the Official Public Records of Real Property of Harris County, Texas. Said property restrictions were a part of a general plan to develop the subdivision as a residential community and were incorporated into the deeds as covenants and restrictions within the subdivision.

“Article III, Section 19. Lot Maintenance.

The owners or occupants of all Lots shall at all times keep grass...in a sanitary, healthful and attractive manner. In no event shall and Lot owner or occupant use any Lot for storage or materials or equipment...or permit the accumulation of garbage, trash or rubbish of any kind thereon. Every owner...covenants that he, she or it will not permit the Lot or any improvements thereon, including but not limited to, the grass, shrubs, trees, driveways, walks, structures, improvements, dwelling, garage and fences thereon, to be otherwise maintained than in good repair and in safe, neat and attractive condition.”

VI.

The existence of said Restrictions is an inducement to homeowners to purchase property within said subdivision.

VII.

Defendant owns the property located at 1427 Sweet Grass Trail, Houston, TX 77090,

PONDEROSA FOREST, a subdivision located in Harris County, pursuant to a deed filed for record in the Official Records of Real Property of Harris County, Texas.

VIII.

Defendant has violated Section 19 stated above by failing to paint the garage door and repair/paint the deteriorated trim on the house and paint to match, at the property located at 1427 Sweet Grass Trail, Houston, TX 77090. Despite repeated requests, Defendant has refused to correct said violations.

IX.

Plaintiff, and the property owners of said subdivision, will suffer imminent and irreparable harm, damage and injury unless the acts and conduct of Defendant above complained of are enjoined because if no suit to enjoin the above stated restrictions has been commenced, Defendant will have been deemed to have complied with the above-referenced Section 19. Such violation of said Restrictions will reduce property values in said subdivision, make such property harder to sell, and encourage others to violate these and other property restrictions, adversely affecting the residential character of the community. Plaintiff has no adequate remedy at law since such damages would be too speculative to place a monetary value on. Plaintiff is therefore without remedy except to enjoin Defendant from such violations. **Plaintiff hereby requests the Court to order the Defendant to paint the garage door and repair/paint the deteriorated trim on the house and paint to match, at the property located at 1427 Sweet Grass Trail, Houston, TX 77090.**

X.

Additionally, Plaintiff requests that the Court, according to VTCA, Property Code sec. 202.004, assess civil damages for the violation of this restrictive covenant in the maximum amount

allowed of \$200.00 per day for each day of the violation.

XI.

Pursuant to the Texas Property Code, Section 5.006, Plaintiff is entitled to recover its reasonable costs and attorneys fees, which Plaintiff hereby requests.

XII.

As a result of Defendant's refusal to conform his behavior and activities to the requirements of the deed restrictions set out herein above as required by the Restrictions of **PONDEROSA FOREST MAINTENANCE ASSOCIATION**, Plaintiff has found it necessary to obtain the services of the undersigned attorney to pursue its claims and has agreed to pay such law firm reasonable attorney's fees for asserting its rights under the Declaration. Plaintiff asserts that reasonable attorney's fees for handling this matter prior to the filing of this lawsuit is at least ONE THOUSAND AND NO/100 (\$1000.00) DOLLARS, through trial is not less than TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS, and if appealed to the Texas Court of Appeals, not less than THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS, and if appealed to the Texas Supreme Court, not less than FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS. Additionally, if it is necessary to do post-judgment discovery in order to satisfy judgment, reasonable attorney's fees for such discovery would be at least SEVEN HUNDRED FIFTY AND NO/100 (\$750.00) DOLLARS. Should Plaintiff prevail in this suit, Plaintiff is entitled to an award from Defendant of reasonable attorney's fees pursuant to the express terms of Chapter 38, Section 38.001 of the Texas Civil Practice and Remedies Code.

Pleading further but without waiving its rights to seek and obtain a money judgment against Defendant for attorney's fees and court costs, Plaintiff would show that it is alternatively entitled to

foreclosure of its lien upon the above-described property, as provided for in the Declaration, to satisfy its claim as above described. Accordingly, and in the alternative, Plaintiff would pray that the Court enter an Order of Sale of the above-described property, the property be sold by the Sheriff of Harris County, Texas in the manner prescribed by law and the proceeds of said sale to be applied first to the costs and disbursements for sale, next to the amount decreed to be due Plaintiff herein and the surplus, if any, to be held by the Clerk of this Court pending further order of this Court. If said proceeds are insufficient to satisfy in full the amount decreed to be due Plaintiff, Plaintiff prays that it have judgment against Defendant for the deficiency.

Plaintiff avers that all conditions precedent to recovery have been performed or have occurred. Plaintiff reserves the right to amend these pleadings to allege other and further damages as may be determined once discovery is complete and before the case proceeds to trial.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer herein upon final hearing hereof, Plaintiff have and recover judgment from Defendant as follows:

1. A permanent injunction be ordered on final trial of this cause, enjoining Defendant, Defendant's agents, servants, and employees, from continuing to violate the above stated restrictions at the above described property. **Plaintiff hereby requests the Court to order the Defendant to paint the garage door and repair/paint the deteriorated trim on the house and paint to match, at the property located at 1427 Sweet Grass Trail, Houston, TX 77090;**
2. On final trial, Plaintiff have judgment against Defendant for civil damages in the amount of \$200.00 per day for each day of the violations;
3. On final trial, Plaintiff have judgment against Defendant for reasonable attorney's fees of at least \$2,000.00 through trial; reasonable attorney's fees of at least \$3,000.00 if the case is appealed to the Court of Appeals; and for \$5,000.00 in the event of an appeal to the Texas Supreme Court; attorney's fees in the amount of \$750.00 for post-judgment discovery, plus interest on all attorney's fees at the highest rate allowed by law, until paid;

4. On final trial, Plaintiff have judgment against Defendant for costs of court;
5. Such other and further relief, both general and special, at law or in equity to which the plaintiff may show itself justly entitled.

Respectfully Submitted,

/s/ Brigitte Renee Smith

Brigitte Renee Smith

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Attorney for the Plaintiff

Unofficial Copy Office of Marilyn Burgess District Clerk