

Cause No. 202305669

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|--|------------------|--------------------------|
| KINGWOOD LAKES COMMUNITY ASSOCIATION,<br><i>Plaintiff,</i> | §<br>§<br>§<br>§ | IN THE DISTRICT COURT OF |
| VS.  | §<br>§           | HARRIS COUNTY, TEXAS     |
| BRETT A GRABNER AND JULIE GRABNER,<br><i>Defendants,</i>   | §<br>§<br>§      | 164TH JUDICIAL DISTRICT  |

**FINAL DEFAULT JUDGMENT**

On this date, the Court considered the *Plaintiff's Amended Motion for Default Judgment*, Defendants, Brett A Grabner and Julie Grabner, did not answer or appear. The Court determined that it had jurisdiction over the subject matter and the parties to this proceeding. Plaintiff moved for default judgment and, after considering the pleadings and papers on file in this case as well as the evidence presented on damages and attorney's fees, the Court grants the motion for default judgment.

**THEREFORE**, the Court **ORDERS** that:

1. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, Two Thousand Six Hundred Twenty-One and 17/100 Dollars (\$2,621.17) as the total amount due on the assessment account of the Property that is secured by the Plaintiff's lien on the Property as of the date the Motion for Default was filed;
2. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, its reasonable attorney's fees in the amount of Three Thousand Five Hundred Seven and 00/100 Dollars (\$3,507.00);
3. Plaintiff, Kingwood Lakes Community Association, have **FORECLOSURE** of its lien created by the provisions of the Restrictions on the amounts described in numbers 1 and 2 above (and on post-judgment attorney fees described below, if any) on the following described Property owned by the Defendants, Brett A Grabner and Julie Grabner:

Lot 7, in Block 1 of the Corrected Plat of Kingwood Lakes Village, Section 4, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 291, Page 110, of the Map and/or Plat Records of Harris County, Texas more commonly known as 2507 Pine Bend Drive, Kingwood, TX 77339 ("Property");

4. An *Order of Sale* shall issue to any sheriff or any constable within the State of Texas, directing the sheriff or constable to seize and sell the Property the same as under execution, in satisfaction of this *Final Default Judgment* subject to any superior liens provided for in the Restrictions or at law, if any; and, if the Property cannot be found, or if the proceeds of such sale be insufficient to satisfy the judgment, then to take the money or any balance thereof remaining unpaid, out of any other property of the Defendants, as in the case of ordinary executions. If any surplus remains after the payment of the sums adjudged to be due, it shall be paid to Defendants, Brett A Grabner and Julie Grabner;
5. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, additional attorney's fees in the amount of one thousand eight hundred and 00/100 dollars (\$1,800.00) in the event it becomes necessary for Plaintiff to obtain a writ of execution and/or an order of sale and have the Property posted for a constable or sheriff's sale in order to collect the amounts awarded in this judgment;
6. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, additional attorney's fees in the amount of nine hundred and 00/100 dollars (\$900.00) should the Defendants file a *Motion for New Trial* that is subsequently denied or overruled;
7. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, additional attorney's fees in the amount of five thousand five hundred and 00/100 dollars (\$5,500.00) should the final judgment in this case be unsuccessfully appealed by Defendants to a State of Texas Appeals Court;
8. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, additional attorney's fees in the amount of five thousand five hundred and 00/100 dollars (\$5,500.00) should the final judgment in this case be unsuccessfully appealed by Defendants to the Texas Supreme Court; and,

9. Defendants, Brett A Grabner and Julie Grabner, shall pay to the Plaintiff, Kingwood Lakes Community Association, all costs of court in the amount of Three Hundred Sixty-Six and 58/100 Dollars (\$376.58), process server fees in the amount of Three Hundred Fifty-Five and 00/100 Dollars (\$355.00), and post-judgment interest at the rate of eight and one half percent (8.5%) per annum on the total judgment, including attorney's fees awarded herein, from the date this judgment is signed until fully paid.

It is further **ORDERED** that the Plaintiff, Kingwood Lakes Community Association, be allowed all such writs and processes as may be necessary to enforce and collect this judgment including all reasonable attorney's fees incurred in any such proceedings, and that execution issue for this judgment.

This judgment finally disposes of all parties and claims and is appealable.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed:  
5/2/2024

*Cheryl E. Wilson Thornton*

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**JUDGE PRESIDING**

**APPROVED AND ENTRY REQUESTED:**

**ROBERTS MARKEL WEINBERG BUTLER HAILEY PC**

/s/ Melissa McLain

Melissa McLain

TBN: 24032731

mmclain@rmwbh.com

Eric B. Tonsul

TBN: 24029865

etonsul@rmwbh.com

2800 Post Oak Boulevard, Suite 5777

Houston, Texas 77056

(713) 780-4135

Attorneys for Plaintiff