

No. \_\_\_\_\_

GLENCLUSTER COMMUNITY  
ASSOCIATION, INC.

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IN THE DISTRICT COURT

HARRIS COUNTY, T E X A S

VS.

DR. HASSAN MEGUID

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

1. **DISCOVERY LEVEL:** Plaintiff intends that discovery be conducted under Level 2 of Rule 190, Texas Rules of Civil Procedure.
2. **PARTIES:** Plaintiff is Glencluster Community Association, Inc., a Texas non-profit corporation. Defendant is DR. HASSAN MEGUID , who may be served with process at 4519 Colony Hills Drive, Sugar Land, TX 77479.
3. **AUTHORITY ESTABLISHED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.** At the time the Glenshannon, Section 4 subdivision was created, the developer set forth certain covenants, conditions, restrictions, stipulations, and reservations upon and against the property in the subdivision in an instrument hereinafter referred to as the "Declaration", as amended. The Declaration was filed and recorded in the Harris County public real property records and was incorporated into each deed to each lot within the subdivision. Defendant is the owner of 8632 Maplecrest Drive, Houston, Harris County, Texas 77099, more particularly described in Exhibit "A" and incorporated herein for all purposes, and therefore bound by the provisions of the Declaration.
4. **OBLIGATION TO PAY ASSESSMENTS.** The Declaration provides that the Owner of any Lot shall pay annual and special maintenance assessments to Plaintiff, and that each such assessment, together with interest, costs, and reasonable attorney's fees, shall

be a personal obligation of the Owner of each such Lot at the time such assessments become due and shall be a continuing lien upon the property against which each such assessment is made. The Declaration also allows Plaintiff to bring an action at law against the Owner personally obligated to pay past due assessments and to foreclose its lien against the Property. The damages sought by Plaintiff are within the jurisdictional limits of the Court.

5. INTEREST ON PAST DUE AMOUNTS. The Declaration also provides that interest on past due amounts shall accrue at the rate of 6% per annum.

6. FAILURE TO PAY MONTHLY ASSESSMENTS. As owner of the Property, Defendant is liable to Plaintiff for the payment of annual and special maintenance assessments and related expenses as required by the Declaration. The balance remaining due, including interest and collection costs, is within the jurisdictional limits of this Court. The obligation for payment of said assessments is secured by a continuing lien against the Property, and Plaintiff seeks foreclosure of this lien.

7. ATTORNEY'S FEES. Though payment has been demanded, and Defendant was allowed forty-five (45) days in which to cure the default, Defendant has failed to pay the debt. Plaintiff has retained the undersigned attorney, who is hereby designated as Plaintiff's expert on the subject of the reasonableness and necessity of attorney's fees, to enforce its rights under the Declaration. Upon prevailing in this action, Plaintiff is entitled to an award from Defendant of reasonable attorney's fees. §5.006, Tex. Prop. Code. In the event of post-judgment enforcement of this judgment, including levy and execution, posting of foreclosure or eviction, or in the event of an attack upon the judgment, Plaintiff seeks additional reasonable and necessary attorney's fees.

8. CONDITIONS PRECEDENT. All conditions precedent have been performed or have occurred.

9. REQUEST FOR JUDGMENT. Plaintiff asks that citations issue and that Plaintiff have judgment against Defendant for the amount of the debt, foreclosure of Plaintiff's lien against the Property, post-judgment interest at the maximum rate permitted by law, reasonable attorney's fees including reasonable post-judgment and appellate attorney's fees, costs of court, and for general relief.

Respectfully submitted,  
BARSALOU AND ASSOCIATES, P.L.L.C.

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ATTORNEYS FOR PLAINTIFF,  
GLENCLUSTER COMMUNITY  
ASSOCIATION, INC.

7077.0139/MF/jb

EXHIBIT "A"

PROPERTY DESCRIPTION

That certain tract or parcel of land designated 8632 Maplecrest, in Building 7, out of Reserve "B", Block 9, of Glenshamon, Section 4, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 187, Page 6 of the Map Records of Harris County, Texas, and which said tract of land is more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of the above said Reserve "B", said point being in the West right-of-way line of Maplecrest Drive, based on 60.00 feet in width and also being in the South line of Shell Pipeline Corporation 40 foot easement according to Volume 7766, Page 272 of the Deed Records of Harris County, Texas;

THENCE, North 69 deg. 55 min. 05 sec. West, following along the South line of the said Shell Pipeline 40 foot easement, a distance of 381.17 feet to a point;

THENCE, North 15 deg. 44 min. 33 sec. East, leaving said Shell Pipeline easement, a distance of 158.83 feet to a point;

THENCE, South 69 deg. 41 min. 50 sec. East, a distance of 209.28 feet to the POINT OF BEGINNING, also being the Southwesterly corner of the herein described tract;

THENCE, North 20 deg. 29 min. 50 sec. East, a distance of 71.00 feet to a point for the Northwesterly corner of the herein described tract;

THENCE, South 69 deg. 41 min. 50 sec. East, a distance of 20.01 feet to a point;

THENCE, North 20 deg. 29 min. 50 sec. East, a distance of 3.00 feet to a point;

THENCE, South 69 deg. 41 min. 50 sec. East, a distance of 21.50 feet to a point for the Northeasterly corner of the herein described tract;

THENCE, South 20 deg. 29 min. 50 sec. West, a distance of 74.00 feet to a point for the Southeasterly corner of the herein described tract;

THENCE, North 69 deg. 41 min. 50 sec. West, a distance of 41.06 feet to the POINT OF BEGINNING.