

NO. 2012-02809

NORTHWEST PARK MAINTENANCE
ASSOCIATION

Plaintiff,

vs.

ALRICK S. RISTON AND URSULA MARIE
RISTON

Defendants

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

133rd JUDICIAL DISTRICT

§ P4
DC
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ATFEX

FINAL DEFAULT JUDGMENT

BE IT REMEMBERED that on this 4 day of February, 2013, a day during the regular term of this Court, there came on to be heard the above-styled and numbered cause; and there came Plaintiff by and through its attorney of record and announced ready for trial. Defendants, though duly served with process, and the Citations, bearing the Officer's Return thereon, having been on file for more than ten (10) days prior to the date hereof, failed to appear or to answer in their behalf and wholly made default. All matters of fact and law were submitted to this Court for the Court's determination. After the announcement of ready by Plaintiff, and the Court, having considered the pleadings and introduction of the evidence, finds as follows: that Plaintiff's cause of action is based upon the breach of the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") governing the Northwest Park Maintenance Association Subdivision, an addition in Harris County, Texas where Defendants' residence is located; that, pursuant to the terms of the Declaration, the Declarant imposed upon the Subdivision certain covenants running with the title to said property expressly for the benefit of and to be enforced by Plaintiff; that the Declaration provides that all owners of real property in the Subdivision covenant and agree to pay to Plaintiff, among other things, annual assessments, together with interest, late charges, costs of collection, and reasonable attorneys' fees (the "Indebtedness") and provides that the obligation to pay such amounts are a charge on an owner's real property and that a continuing lien exists thereon to secure payments of the outstanding amounts; that Defendants have failed to pay the Indebtedness; that Plaintiff's claim is based upon a written agreement, is liquidated, and that the law and facts are with Plaintiff and against Defendants. It is, therefore,

ORDERED, ADJUDGED and DECREED that Plaintiff, Northwest Park Maintenance

Association, have and recover of and from Defendants, Alrick S. Riston and Ursula Marie Riston, both jointly and severally, the following:

- (1) Actual damages in the amount of ONE THOUSAND ONE HUNDRED AND 88 / 100 DOLLARS (\$1,100.88), such sum representing the maintenance fees, interest, costs of collection, and related charges due and owing under the terms of the Declaration of Covenants, Conditions and Restrictions on file in the Real Property Records for Harris County, Texas;
- (2) Reasonable and necessary attorneys' fees in the amount of THREE THOUSAND SEVEN HUNDRED SIXTEEN AND 50 / 100 DOLLARS (\$3,716.50), such fees incurred by Plaintiff in connection with the prosecution of this cause;
- (3) All taxable costs of Court expended herein;
- (4) Post-judgment interest at the rate of 5% per annum on all amounts awarded herein;
- (5) Reasonable and necessary attorneys' fees in the amount of Seven Hundred Ninety Dollars and 00/100 (\$790.00), such sums conditioned upon Plaintiff affecting post judgment foreclosure of the property the subject of this cause to satisfy the judgment debt with the above-noted post judgment attorneys fees becoming due when this judgment becomes final and nonappealable;
- (6) Reasonable and necessary attorneys' fees in the amount of Seven Hundred Fifty Dollars and 00/100 (\$750.00), such sums conditioned upon the Defendants filing a challenge with this Court to the judgment awarded and the Plaintiff's successful defense of Defendants' challenge with the above-noted post judgment attorneys fees becoming due when this judgment becomes final and nonappealable;
- (7) Reasonable and necessary attorneys' fees in the amount of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00), such sums conditioned upon the Defendants' appealing this judgment to the Texas Court of Appeals and the Plaintiff's successful defense of Defendants' appeal with the above-noted post judgment attorneys fees becoming due and owing when the judgment becomes final and nonappealable;
- (8) Reasonable and necessary attorneys' fees in the amount of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00), such sums conditioned upon the Defendant's seeking or responding to an application for Writ of Error to the Supreme Court of Texas and Plaintiff's successful defense of the judgment with the above-noted post judgment attorneys fees becoming due when the judgment becomes final and nonappealable;
- (9) Reasonable and necessary attorneys' fees in the amount of One Thousand Dollars and no 00/100 (\$1,000.00), if the application for writ of error is granted by the Supreme Court of Texas, and the Plaintiff prevails with the above-noted post judgment attorneys fees becoming due when the judgment becomes final and nonappealable;

It is further,

ORDERED, ADJUDGED and DECREED that Plaintiff shall have foreclosure of its lien on the following described property:

LOT FORTY-THREE (43), IN BLOCK TWENTY-SIX (26), OF NORTHWEST PARK, SECTION FIVE (5), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 272, PAGE 111, OF THE MAP RECORDS OF SAID COUNTY (the "Property") also known as 10730 Mackenzie Drive , Houston, Harris County, TX, 77086

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 County, 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. 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 Defendants 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 due, it shall be paid to Defendants.

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

SIGNED this 4 day of February, 2013.


JUDGE PRESIDING

APPROVED:

NORTH LAW, P.C.

By: /s/ Robert North



Robert North

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ATTORNEYS FOR PLAINTIFF,

Northwest Park Maintenance Association

Unofficial Copy Office of Marilyn Burgess District Clerk