

Cause No. 202036228

THE COMMUNITY ASSOCIATION OF  
KING CROSSING, INC.,  
*Plaintiff,*

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IN THE DISTRICT COURT OF

VS.

HARRIS COUNTY, TEXAS

CONTREAL J. CHARLES,  
*Defendant,*

234TH JUDICIAL DISTRICT

**FINAL DEFAULT JUDGMENT**

On this date, the Court considered the *Plaintiff's Motion for Default Judgment*, Defendant, Contreal J. Charles, 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. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., Four Thousand Seventeen and 02/100 dollars (\$4,017.02) 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. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., its reasonable attorney's fees in the amount of Four Thousand One Hundred Eight and 18/100 dollars (\$4,108.18);
3. Plaintiff, The Community Association of King Crossing, Inc., 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 Defendant, Contreal J. Charles:

Lot 23, Block 2, of KING CROSSING SEC 3, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code 673143, Map Records, Harris County, Texas more commonly known as 5339 Ivory Glass Drive, Katy, TX 77493 ("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 Defendant, 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 Defendant, Contreal J. Charles;
5. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., 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. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., additional attorney's fees in the amount of nine hundred and 00/100 dollars (\$900.00) should the Defendant file a *Motion for New Trial* that is subsequently denied or overruled;
7. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., 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 Defendant to a State of Texas Appeals Court;
8. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., 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 Defendant to the Texas Supreme Court; and,
9. Defendant, Contreal J. Charles, shall pay to the Plaintiff, The Community Association of King Crossing, Inc., all costs of court in the amount of two hundred ninety three and 24/100 dollars (\$293.24), process server fees in the

amount of ninety and 00/100 dollars (\$90.00), and post-judgment interest at the rate of five percent (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, The Community Association of King Crossing, Inc., 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 \_\_\_\_\_, 2020.

Signed:

*Caroline Baker*

9/28/2020

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**JUDGE PRESIDING**

**APPROVED AND ENTRY REQUESTED:**

**ROBERTS MARKEL WEINBERG BUTLER HAILEY PC**

/s/ Melissa McLain

Melissa McLain

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