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DC-22-03792  
CAUSE NO. \_\_\_\_\_

<b>IN RE: ORDER FOR FORECLOSURE</b>	§	<b>IN THE DISTRICT COURT OF</b>
<b>CONCERNING</b>	§	
	§	
<b>3200 Ricci Lane</b>	§	<b>DALLAS COUNTY, TEXAS</b>
<b>Irving, TX 75062</b>	§	
	§	
<b>UNDER TEX. R. CIV. PROC. 736</b>	§	<b>191st</b>
	§	<b>_____ JUDICIAL DISTRICT</b>
<b>AND GUY MCCORD</b>		

**APPLICATION FOR FORECLOSURE**  
**UNDER TEX. R. CIV. PROC. 736**

**TO THE HONORABLE JUDGE OF THE COURT:**

**COMES NOW, UNIVERSITY PARK HOMEOWNERS ASSOCIATION, INC.** (the "Association"), Petitioner herein, and files this Application for Foreclosure under Tex. R. Civ. Proc. 736 seeking to foreclose the Association's assessment lien against 3200 RICCI LANE, IRVING, TEXAS 75062, and for cause of action would respectfully show the Court the following:

**I.**

**NOTICE: IF THE PETITIONER OBTAINS A COURT ORDER PURSUANT TO THIS APPLICATION, THE PETITIONER MAY PROCEED WITH A FORECLOSURE OF THE PROPERTY IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THE LIEN SOUGHT TO BE FORECLOSED.**

**II.**

The Association is a non-profit corporation duly and legally incorporated under and by virtue of the laws of the State of Texas with offices in Dallas County, Texas.

**III.**

Respondent Guy McCord is the owner of 3200 RICCI LANE, IRVING, TEXAS 75062

within Dallas County, Texas, and may be served with citation at 3200 RICCI LANE, IRVING, TEXAS 75062 or wherever located (hereinafter "Respondent"). Respondent's social security number is XXX-XX-X430 and driver's license number is XXXXX890.

Any and all occupants of 3200 RICCI LANE, IRVING, TEXAS 75062 may be served with citation at 3200 RICCI LANE, IRVING, TEXAS 75062. **LEGAL ACTION IS NOT BEING SOUGHT AGAINST THE OCCUPANTS OF THE PROPERTY UNLESS THE OCCUPANTS ARE ALSO NAMED AS RESPONDENTS IN THIS APPLICATION.**

#### IV.

This proceeding is brought in the county in which all or part of the real property encumbered by the lien sought to be foreclosed is located. The property is described as follows:

Lot 19, Block H, of University Park No. 1, an addition to the City of Irving, Dallas, County, Texas, according to the plat thereof recorded in Volume 96180, Page 5524, of the Plat Records of Dallas County, Texas (3200 Ricci Lane), (hereinafter the "Property").

#### V.

The Association is the property owner's association for the planned unit development known as University Park (the "Community"). See Affidavit of Maryellen Romich attached hereto as **Exhibit A**. The Association is governed by the First Amended Declaration of Covenants, Conditions and Restrictions for University Park (the "Declaration"), as corrected and supplemented from time to time. *Id.* A true and correct copy of pertinent portions of the Declaration is attached to the Affidavit of Maryellen Romich as **Exhibit A-1**. The Association is charged with the responsibility of managing and administering the Declaration, which includes the collection of all assessments and charges to become due and owing pursuant to and as set forth in the Declaration. See **Exhibit A**.

## VI.

The Property is subject to and governed by the Declaration. See **Exhibit A**. By virtue of Respondent's acquisition of the Property, Respondent agreed to and became obligated by the Declaration to pay to the Association all assessments for the expense of administration, maintenance, upkeep and repair of the Community as assessed in accordance with the Declaration, as more particularly shown in Article VI of the Declaration. See **Exhibit A-1**.

## VII.

Article IV, Section 6.8 of the Declaration creates an assessment lien against the Property to secure payment of assessments and other charges pursuant to Tex. R. Civ. Proc. 735(a)(3) and Tex. Prop. Code 209.0092. See **Exhibit A-1**. Article IV, Section 6.9 of the Declaration further provides that the Association may foreclose its assessment lien by appropriate judicial or non-judicial proceedings. See **Exhibit A-1**.

## VIII.

During the period of Respondent's ownership, Respondent has been assessed maintenance fees in a non-discriminatory manner based on Respondent's ownership of the Property. See **Exhibit A**. Article IV, Section 6.2 of the Declaration and Texas Property Code 5.006 provide for recovery of attorney's fees and expenses incurred in the collection of delinquent assessments. See **Exhibit A-1**. As of March 8, 2022, Respondent was 62 months in default in his obligations to the Association for a total of Nine Thousand Five Hundred and Ninety One Dollars and Thirty Six Cents (\$9,591.36) required to both cure the default and for the Association to record a withdrawal of the Notice of Lien against the Property. See **Exhibit A**.

## IX.

Respondent has been notified of the amounts due and unpaid attributed to Respondent's

failure to pay the assessments and other charges by notice letter dated April 27, 2021. See Affidavit of Jason R. Reed attached hereto as **Exhibit B**. A copy of the April 27, 2021 notice letter is attached hereto as **Exhibit B-1**. A Notice of Lien was filed on or about December 2, 2021 in the office of the County Clerk of Dallas County, Texas, and Respondent was notified of same by letter dated December 1, 2021. Copies of the Notice of Lien and the December 1, 2021 letter are attached hereto as **Exhibit B-2**. The Association afforded Respondent thirty (30) days to cure the default pursuant to the December 1, 2021 letter, and such opportunity to cure the default has expired. Prior to filing this Application, the Association performed all actions required under applicable law and the terms of the Declaration to pursue a judicial order authorizing the Association to foreclosure its assessment lien against the Property. See **Exhibit A**.

**WHEREFORE, PREMISES CONSIDERED**, Petitioner University Park Homeowners Association, Inc. requests that the Court issue an order pursuant to Tex. R. Civ. Proc. 736 granting Petitioner's Application for Foreclosure, allowing Petitioner to sell the Property at public auction according to the terms of the Association's assessment lien and Tex. Prop. Code 51.002, and for such other and further relief to which Petitioner may be justly entitled.

Respectfully submitted,

**RIDDLE & WILLIAMS, P.C.**

By: 

Jason R. Reed

State Bar No. 24043887

3811 Turtle Creek Blvd, Ste 500

Dallas, Texas 75219-4217

Phone: 214-760-6767

Fax: 214-760-6765

[jreed@riddleandwilliams.com](mailto:jreed@riddleandwilliams.com)

ATTORNEYS FOR PETITIONER  
UNIVERSITY PARK HOMEOWNERS  
ASSOCIATION, INC.

CAUSE NO. \_\_\_\_\_

IN RE: ORDER FOR FORECLOSURE  
CONCERNING

3200 Ricci Lane  
Irving, TX 75062

UNDER TEX. R. CIV. PROC. 736

AND GUY MCCORD

§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

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

**AFFIDAVIT OF MARYELLEN ROMICH**  
**IN SUPPORT OF APPLICATION FOR EXPEDITED FORECLOSURE**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §



BEFORE ME, the undersigned authority, on this day personally appeared Maryellen Romich, who, being known to me and being by me first duly sworn upon an oath, stated and deposed as follows:

“1. My name is Maryellen Romich, and I am Director of Collection Services Group for University Park Homeowners Association, Inc. (the “Association”), a non-profit corporation duly existing under the laws of the State of Texas. I am acting in my capacity as agent and representative for the Association and am over twenty-one (21) years of age. I have personal knowledge of the facts stated herein and am fully competent and able to make this affidavit. The statements made herein are true and correct.

2. My duties include maintaining all of the books and records of the Association and its members. I am the custodian of the books and records of the Association. The financial records of the Association are kept in the regular course of business; it is my regular practice, as agent for the Association with knowledge of accounts of the Association and its members, to

record entries of all amounts due and payments received into the record, and such record is made at or near the time amounts are due or payments are received, or reasonably soon thereafter.

3. The Association is the property owner's association for the planned unit development known as University Park (the "Community"). The Association is governed by the First Amended Declaration of Covenants, Conditions and Restrictions for University Park (the "Declaration"). A true and correct copy of the relevant portion of the Declaration is attached hereto as **Exhibit A-1**. The Association is charged with the responsibility of managing and administering the Declaration, which includes the collection of all assessments and charges to become due and owing pursuant to and as set forth in the Declaration.

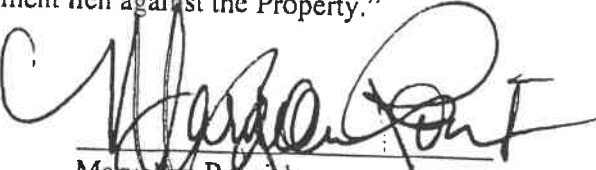
4. From on or about December 11, 2007, to the present time, Guy McCord has been shown on the records of the Association as the owner of 3200 Ricci Lane, Irving, Texas 75062 (the "Property"). The Property is subject to and governed by the Declaration. During Respondent's period of ownership of the Property, Respondent has been assessed maintenance fees in a non-discriminatory manner based upon Respondent's ownership of the Property.

5. Respondent has failed to pay in full his assessments to the Association which pays for the administration, maintenance, upkeep, and repair of the Community. As of March 8, 2022, Respondent is currently 62 months in default and owes a total of Nine Thousand Five Hundred and Ninety One Dollars and Thirty Six Cents (\$9,591.36). A true and correct copy of the Association's ledger relating to the Property is attached hereto as **Exhibit A-2**.

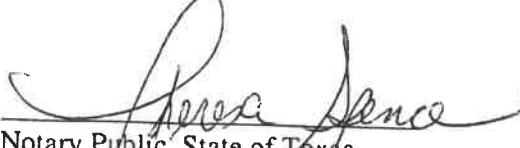
6. The Association made repeated written demand on Respondent for amounts due and unpaid to the Association. Despite such demands, Respondent did not pay in full the amounts in arrears. Therefore, the Association hired the law firm of Riddle & Williams, P.C. to

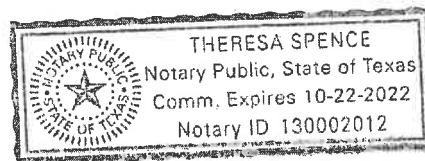
pursue foreclosure of the Association's assessment lien against the Property."

Further Affiant sayeth not.

  
Maryellen Romich

SUBSCRIBED AND SWORN TO BEFORE ME on this 31 day of March, 2022.

  
Notary Public, State of Texas





Deed 10/16/00

1169056  
2356863  
\$149.00

**FIRST AMENDED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
UNIVERSITY PARK**

Riddle & Williams, P.C.  
1050 Turtle Creek Center  
3811 Turtle Creek Boulevard  
Dallas, Texas 75219



200201 05320

**ARTICLE VI**  
**ASSESSMENTS**

6.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance and insurance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

6.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, including the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments; and (c) specific assessments, as applicable, including, but not limited to, reasonable fines imposed in accordance with the terms of this Declaration and the Bylaws. Such assessments shall be established and collected as hereinafter provided.

All such assessments, together with late charges, interest (not to exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum on the principal amount due), and costs of collection (including, without limitation, reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid, as more particularly provided in Section 6.8 hereof. Each such assessment, together with late charges, interest and costs of collection, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Upon transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges against the Lot due at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any First Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

No Owner may exempt himself from liability for assessments, by non-use of Common Property, abandonment of his Lot, or for any other reason. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination thereof with the Declarant or other entities for payment of all or a portion of assessments due therefrom.

6.3 Estoppel Certificates. The Association shall, within ten (10) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

6.4 Computation of Annual Assessments. It shall be the duty of the Board annually to prepare a budget covering the estimated costs of operating the Association during the coming fiscal year which shall include a contribution to a capital reserve for repair and replacement of capital items, if any, in accordance with a capital budget separately prepared. The annual assessment to be levied against each Lot shall be set at a level which is reasonably expected to produce total income to the Association at least equal to the total budgeted expenses, including reserves. The Board shall cause a copy of the budget and notice of the annual assessment to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year

The budget and the assessment shall automatically be effective upon adoption by the Board unless disapproved at a meeting by Members representing at least seventy-five percent (75%) of the total Class "A" Members, and the Class "B" Member, if any. There shall be no obligation to call a meeting for the purpose of considering the budget except upon petition of the Members as provided for special meetings in Article II of the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of the assessment. In the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the immediately preceding year shall continue in effect for the current year.

Annual assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors. If the Board so provides by resolution, the annual assessment may be paid in two or more installments. If any Owner is delinquent in paying any assessment or installment thereof, the Board may, upon ten (10) days' prior written notice, accelerate the annual assessment and require all unpaid installments to be paid in full immediately. Unless otherwise provided by the Board, the assessment shall be due and payable in full on the first day of each fiscal year.

So long as the Declarant owns a Lot for development and/or sale as part of the Community, the Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting annual assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under this Article), which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in the Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the budget and its characterization shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years, unless provided for in a separate written agreement between Declarant and the Association.

6.5 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time to cover unanticipated or unbudgeted expenses. Except as otherwise provided in Section 5.3(b) hereof, any special assessment shall require approval by the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the total Class "A" Members, and the Class "B" Member, if any. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

6.6 Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot or Lots constituting less than all Lots within the Community as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to any Lot or the Occupants thereof upon request of the Owner or Occupants, which benefits, items or services the Board may (but shall not be obligated to) offer from time to time; such assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred;

(b) to cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, the Bylaws or rules of the Association, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their licensees, invitees or guests;

(c) for fines levied pursuant to this Declaration and the Bylaws; and

(d) for any other costs or expenses specifically authorized by this Declaration to be levied against a particular Owner or his or her Lot(s).

Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section.

6.7 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Lot on the first day of the month following the month in which the Lot is made subject to this Declaration. The first annual assessment due on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time the obligations or assessments commence.

6.8 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest and costs of collection as set forth in Section 6.2 hereof, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes, or (b) liens for all sums unpaid on a First Mortgage duly recorded in the land records of the County (and all amounts

advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument).

All other Persons acquiring liens or encumbrances on any Lot after the recording of the original Declaration shall be deemed to consent that such liens or encumbrances are inferior to the lien provided herein to secure the payment of future assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability or priority of the lien. The lien may be foreclosed through judicial or non-judicial foreclosure proceedings in accordance with Tex. Prop. Code Ann. Section 51.002 *et seq.* (Vernon 1984), as it may be amended (the "Foreclosure Statute"), in like manner for any deed of trust on real property. In connection with the lien created herein, each Owner of a Lot hereby grants to the Association, whether or not it is so expressed in the deed or other conveyance to such Owner, a power of sale to be exercised in accordance with the Foreclosure Statute.

The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. The Association may sue for unpaid assessments and other charges without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the First Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the First Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses collectible from Owners of all Lots subject to assessment under this Declaration, including such acquirer, its successors and assigns.

6.9 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than fifteen (15) days shall incur a late charge in such amount as the Board may from time to time determine. In the event that the assessment remains unpaid after sixty (60) days, the Association may commence non-judicial foreclosure proceedings and/or institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, or to enforce the lien by suit, judgment and judicial or non-judicial foreclosure in the same manner as other liens for the improvement of real property.

All payments shall be applied first to costs, then to late charges, then to interest, then to attorney's fees and then to delinquent assessments.

6.10 Budget Deficits During Declarant Control. During the Class "B" Control Period, notwithstanding the commencement date for assessments set forth in Section 6.7 of this Article, the Declarant may also annually elect either to pay annual assessments on its unsold Lots or to pay the Association the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of such election, the Association shall have a lien against all Lots owned by the Declarant to secure the Declarant's obligations under this Section 6.10, which lien shall have the same attributes and shall be enforceable in the same manner as the Association's lien against other Lots under this Article. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in-kind" contributions of services or materials, or any combination thereof.

6.11 Failure to Assess. Failure of the Board to fix the annual assessment amount or rate or to deliver or mail each Owner a notice of annual assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay such assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may, without limitation, retroactively assess any shortfalls in collections or reimburse any excess in collections.

6.12 Exempt Property. The following property shall be exempt from payment of assessments:

- (a) any Lot owned in fee simple by the Association as Common Property; and
- (b) any property dedicated to and accepted by any governmental authority or public utility.

## ARTICLE VII ARCHITECTURAL STANDARDS

7.1 General. No structure shall be placed, erected or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements and planting or removal of landscaping materials) shall take place except in compliance with this Article and the Design Guidelines and upon approval of the Architectural Review Committee as required herein.

Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval unless modifications are visible from outside the structures. No approval shall be

**Account Transaction Report**  
Full Transaction History

**Riddle & Williams, P.C.**



**Community** University Park  
**Owner Name** McCord, Guy  
**Property Address** 3200 Ricci Ln  
**Account Number** R0391413L0323937  
**Last Referral** 04/25/2021

**Mailing Address** PO Box 140061  
 Irving, TX 75014-0061

**Beginning Balance:** 0.00

Date	Document Number	Description	Charge	Payment	Balance
01/01/17	RAS-2017S1-876279-6	Semi-Annual Assessment 1 for 2017	609.00		609.00
01/15/17	LFC-2017M1-942673	Late Payment Charges for January 2017	25.00		634.00
02/01/17	9311977	Payment		609.00	25.00
07/01/17	RAS-2017S2-1116866-30	Semi-Annual Assessment 2 for 2017	609.00		634.00
07/15/17	LFC-2017M7-1175410	Late Payment Charges for July 2017	25.00		659.00
08/01/17	FCC-2017M7-1212843	Finance Charges for July 2017	9.14		668.14
09/01/17	FCC-2017M8-1244260	Finance Charges for August 2017	9.14		677.28
10/01/17	FCC-2017M9-1277462	Finance Charges for September 2017	9.14		686.42
10/18/17	LEGL-1292068-1	Statutory Pre-Referral Notification	25.00		711.42
10/23/17	972250	Payment		609.00	102.42
01/01/18	RAS-2018S1-1307252-170	Semi-Annual Assessment 1 for 2018	731.00		833.42
01/16/18	LFC-2018M1-1397665	Late Payment Charges for January 2018	25.00		858.42
02/01/18	FCC-2018M1-1425225	Finance Charges for January 2018	10.96		869.38
03/01/18	FCC-2018M2-1460436	Finance Charges for February 2018	10.96		880.34
03/29/18	1034722	Payment		731.00	149.34
07/01/18	RAS-2018S2-1559404-165	Semi-Annual Assessment 2 for 2018	731.00		880.34
07/15/18	LFC-2018M7-1622894	Late Payment Charges for July 2018	25.00		905.34
07/23/18	1075075	Payment		731.00	174.34
01/01/19	RAS-2019A-1777034-191	Annual Assessment for 2019	1,750.00		1,924.34
01/15/19	LFC-2019M1-1870564	Late Payment Charges for January 2019	25.00		1,949.34
01/16/19	12780299	Payment		875.00	1,074.34
02/01/19	FCC-2019M1-1904484	Finance Charges for January 2019	13.12		1,087.46
03/01/19	FCC-2019M2-1994110	Finance Charges for February 2019	13.12		1,100.58
04/01/19	FCC-2019M3-2034137	Finance Charges for March 2019	13.12		1,113.70
05/01/19	FCC-2019M4-2077500	Finance Charges for April 2019	13.12		1,126.82
05/09/19	LEGL-2084972-1	Statutory Pre-Referral Notification	25.00		1,151.82
06/01/19	FCC-2019M5-2123243	Finance Charges for May 2019	13.12		1,164.94
07/03/19	1207406	Payment		875.00	289.94
01/01/20	RAS-2020A-2330235-16	Annual Assessment for 2020	1,925.00		2,214.94
01/15/20	LFC-2020M1-2432794	Late Payment Charges for January 2020	25.00		2,239.94
02/01/20	FCC-2020M1-2464718	Finance Charges for January 2020	28.88		2,268.82
02/11/20	LEGL-2486622-1	Statutory Pre-Referral Notification	25.00		2,293.82
03/01/20	FCC-2020M2-2536972	Finance Charges for February 2020	28.88		2,322.70
04/01/20	FCC-2020M3-2579477	Finance Charges for March 2020	28.88		2,351.58
05/01/20	FCC-2020M4-2632099	Finance Charges for April 2020	28.88		2,380.46
05/06/20	15330411	Payment		1,925.00	455.46
07/10/20	FINE-2716127	Deed Restriction Violation Fine for inspection dated 7/10/2020 vn(6764399)	100.00		555.46
07/24/20	FINE-2736962	Deed Restriction Violation Fine for inspection dated 7/24/2020 vn(6770570)	200.00		755.46
09/03/20	FINE-2798236	Deed Restriction Violation Fine for inspection dated 9/3/2020 vn(6790794)	300.00		1,055.46
09/17/20	FINE-2828494	Deed Restriction Violation Fine for inspection dated 9/17/2020 vn(6797261)	100.00		1,155.46

**Account Transaction Report**  
Full Transaction History

09/18/20	REVERSED-FINE-2828494	Invoice Reversal (re: FINE-2828494): No fine should have been imposed because he was given an allowance until 9/30	-100.00	1,055.46
10/14/20	FINE-2868882	Deed Restriction Violation Fine for inspection dated 10/14/2020 vn(6812490)	600.00	1,655.46
01/01/21	RAS-2021A-2959622-189	Annual Assessment for 2021	1,925.00	3,580.46
01/15/21	LFC-2021M1-3039123	Late Payment Charges for January 2021	25.00	3,605.46
02/01/21	FCC-2021M1-3080985	Finance Charges for January 2021	28.88	3,634.34
03/01/21	FCC-2021M2-3130886	Finance Charges for February 2021	28.88	3,663.22
03/10/21	LEGL-3149646-1	Statutory Pre-Referral Notification	35.00	3,698.22
04/01/21	FCC-2021M3-3184913	Finance Charges for March 2021	28.88	3,727.10
04/27/21	LEGL-3231211-1	Legal Charges in Connection with the Collection of Delinquent Assessments-357079	161.10	3,888.20
05/01/21	FCC-2021M4-3242993	Finance Charges for April 2021	28.88	3,917.08
06/01/21	FCC-2021M5-3299328	Finance Charges for May 2021	28.88	3,945.96
07/01/21	FCC-2021M6-3367596	Finance Charges for June 2021	28.88	3,974.84
08/01/21	FCC-2021M7-3424492	Finance Charges for July 2021	28.88	4,003.72
09/01/21	FCC-2021M8-3480976	Finance Charges for August 2021	28.88	4,032.60
10/01/21	FCC-2021M9-3533315	Finance Charges for September 2021	28.88	4,061.48
11/01/21	FCC-2021M10-3589149	Finance Charges for October 2021	28.88	4,090.36
11/10/21	LEGL-3600748-1	Legal Charges in Connection with the Collection of Delinquent Assessments-368113	59.54	4,149.90
11/18/21	FINE-3618634	Deed Restriction Violation Fine for inspection dated 11/18/2021 vn(7002024)	100.00	4,249.90
12/01/21	FCC-2021M11-3633405	Finance Charges for November 2021	28.88	4,278.78
12/01/21	LEGL-3626811-1	Legal Charges in Connection with the Collection of Delinquent Assessments-369262	567.20	4,845.98
12/02/21	FINE-3649367	Deed Restriction Violation Fine for inspection dated 12/2/2021 vn(7010439)	200.00	5,045.98
01/01/22	FCC-2021M12-3677091	Finance Charges for December 2021	28.88	5,074.86
01/01/22	RAS-2022A-3666969-189	Annual Assessment for 2022	2,125.00	7,199.86
01/06/22	FINE-3690133	Deed Restriction Violation Fine for inspection dated 1/6/2022 vn(7017743)	300.00	7,499.86
01/15/22	LFC-2022M1-3714252	Late Payment Charges for January 2022	25.00	7,524.86
01/21/22	FINE-3722850	Deed Restriction Violation Fine for inspection dated 1/21/2022 vn(7022899)	600.00	8,124.86
02/01/22	FCC-2022M1-3752175	Finance Charges for January 2022	60.75	8,185.61
02/02/22	FINE-3736625	Deed Restriction Violation Fine for inspection dated 2/2/2022 vn(7028186)	600.00	8,785.61
02/17/22	FINE-3805195	Deed Restriction Violation Fine for inspection dated 2/17/2022 vn(7033963)	600.00	9,385.61
03/01/22	FCC-2022M2-3840263	Finance Charges for February 2022	60.75	9,446.36
03/07/22	LEGL-3854360-1	Legal Charges in Connection with the Collection of Delinquent Assessments-373316	95.00	9,541.36
03/08/22	LEGL-3855658-1	Legal Charges in Connection with the Collection of Delinquent Assessments-373345	50.00	9,591.36
			<b>Total Due:</b>	9,591.36



CAUSE NO. \_\_\_\_\_

**IN RE: ORDER FOR FORECLOSURE  
CONCERNING**

**3200 Ricci Lane  
Irving, TX 75062**

**UNDER TEX. R. CIV. PROC. 736**

**AND GUY MCCORD**

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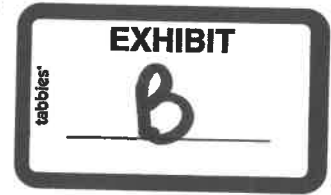
**IN THE DISTRICT COURT OF**

**DALLAS COUNTY, TEXAS**

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

**AFFIDAVIT OF JASON R. REED**  
**IN SUPPORT OF APPLICATION FOR FORECLOSURE**

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS             §



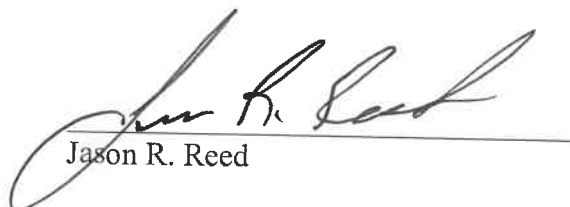
**BEFORE ME**, the undersigned authority, on this day personally appeared Jason R. Reed, who, being known to me and being by me first duly sworn upon oath, stated and deposed as follows:

1. "My name is Jason R. Reed.
2. I am over the age of twenty-one (21) years, am of sound mind and suffer no legal disabilities. I have personal knowledge of the facts stated herein, which are true and correct, and am fully competent and able to make this Affidavit. I am an attorney practicing law with the law firm of Riddle & Williams, P.C. I have been licensed to practice law in the State of Texas since May 4, 2004. While I began practicing law with Riddle & Williams in 2004, I took a leave from the firm in 2007. I rejoined Riddle & Williams, P.C. on July 9, 2013. During my time with Riddle & Williams, P.C., I have engaged in a general civil practice in Dallas County, Texas, and other counties throughout the State of Texas. My law practice includes handling litigation matters such as the one currently before this Court. The law firm of Riddle & Williams, P.C.

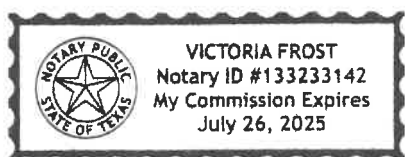
was hired by Petitioner to file this Application.

3. The Association made repeated written demand on Respondent for amounts due and unpaid to the Association. Riddle & Williams, P.C. notified Respondent of the amounts due and unpaid by a notice letter dated April 27, 2021. A true and correct copy of the April 27, 2021 notice letter is attached hereto as **Exhibit B-1**. A Notice of Lien was filed on or about December 2, 2021 in the office of the County Clerk of Dallas County, Texas, and Respondent was notified of same by letter dated December 1, 2021. A true and correct copy of the Notice of Lien and the December 1, 2021 lien letter are attached hereto as **Exhibit B-2**. Despite notice and opportunity to cure, Respondent has failed to cure the default."

Further Affiant sayeth not.

  
Jason R. Reed

SUBSCRIBED AND SWORN TO BEFORE ME on this 6 day of April, 2022, to certify which witness my hand and seal of office.



  
Notary Public State of Texas

**RIDDLE & WILLIAMS, P.C.**  
ATTORNEYS & COUNSELORS

3811 TURTLE CREEK BLVD, STE 500  
DALLAS, TEXAS 75219  
TELEPHONE (214) 760-6767  
FACSIMILE (214) 760-6765

April 27, 2021

Guy McCord  
P. O. Box 140061  
Irving, Texas 75014

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND VIA FIRST CLASS MAIL

Guy McCord  
3200 Ricci Lane  
Irving, Texas 75062

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND VIA FIRST CLASS MAIL

Re: 3200 Ricci Lane, Irving, Texas 75062  
University Park Homeowners Association, Inc.



Dear Owner:

I am writing to you on behalf of the Board of Directors of University Park Homeowners Association, Inc. (the "Association") regarding your obligations in the payment of assessments as a property owner at University Park.

According to the figures provided by the Board, as of April 25, 2021 you owe the Association \$3,727.10 for assessments and related charges and \$161.10 for attorney's fees, for a total of \$3,888.20. Please note this total does not include any charges that may accrue after April 25, 2021.

Unless you notify us within thirty (30) days after receipt of this notice that you dispute the validity of this debt, or any portion thereof, we will assume that this debt is valid. Upon receipt of your written request within the thirty (30) day period, we will also provide you with the name and address of the original creditor, if different from the current creditor.

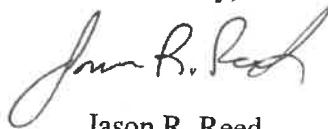
If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, or if you request in writing the name and address of the original creditor within the thirty (30) day period, we will (i) obtain verification of the debt or copy of the judgment against you or the name and address of the original creditor, and mail a copy of the verification or judgment or the name and address of the original creditor to you, and (ii) suspend further collection action of any disputed portion of the debt until the dispute is resolved or until we mail you the verification of the debt or a copy of the judgment or the name and address of the original creditor, as applicable.

Guy McCord  
April 27, 2021  
Page 2

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

This letter is from an attorney debt collector and is an attempt to collect a debt, and any further information obtained will be used for that purpose. If you do not dispute any portion of the debt and want to make payment, please make your check, money order or cashier's check payable to University Park Homeowners Association, Inc. and forward to the undersigned at the above address. **You may contact your Assessment Recovery Manager, Jennifer Bridgers via telephone at 2147606766, or via e-mail at [jbridgers@riddleandwilliams.com](mailto:jbridgers@riddleandwilliams.com).**

Yours truly,



Jason R. Reed

cc: University Park Homeowners Association, Inc.  
c/o RealManage  
[collections@ciramail.com](mailto:collections@ciramail.com)  
Suite 600  
Dallas, Texas 75370  
(via first class mail)

**RIDDLE & WILLIAMS, P.C.**  
ATTORNEYS & COUNSELORS

3811 TURTLE CREEK BLVD, STE 500  
DALLAS, TEXAS 75219  
TELEPHONE (214) 760-6767  
FACSIMILE (214) 760-6765

December 1, 2021

Guy McCord  
P. O. Box 140061  
Irving, Texas 75014

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND VIA FIRST CLASS MAIL

Guy McCord  
3200 Ricci Lane  
Irving, Texas 75062

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND VIA FIRST CLASS MAIL

Re: 3200 Ricci Lane, Irving, Texas 75062  
University Park Homeowners Association, Inc.



Dear Owner:

The matter of your continuing delinquency to University Park Homeowners Association, Inc. (the "Association") has resulted in the decision by the Board of Directors of the Association to file a Notice of Lien against your property covering the amount presently owing to the Association.

Accordingly, a Notice of Lien has or will be filed in the Dallas County Deed Records. A copy of this document is enclosed. This document serves as the first step in the foreclosure process whereby the Association is exercising its lien rights against your property for failure to pay monies when due.

The amount set forth in the Notice of Lien represents, as of December 1, 2021, \$4,029.26 for assessments and related charges and \$787.84 for attorney's fees and costs, for a total of \$4,817.10. Your liability to the Association is continuing and increasing over and above the delinquency represented in the Notice of Lien. It will be necessary for you to pay all sums when due in order to terminate the foreclosure proceedings once they are underway. Please note this total does not include any charges that may accrue after December 1, 2021.

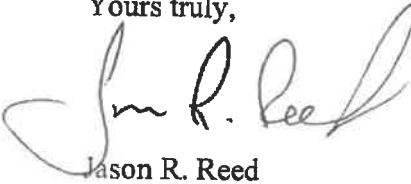
This letter is to notify you that you must cure this entire delinquency, together with all additional assessments coming due subsequent thereto, within thirty (30) days of the date of this letter. In the event you fail to cure the delinquency, foreclosure proceedings will be initiated against your property as soon as possible thereafter. In order to avoid further charges and legal expenses and the institution of foreclosure proceedings against your property, you are urged to clear up your present delinquency and commence a payment pattern whereby your assessments are received when due.

Guy McCord  
December 1, 2021  
Page 2

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

This letter is from an attorney debt collector and is an attempt to collect a debt, and any further information obtained will be used for that purpose. All payments should be made payable to University Park Homeowners Association, Inc. and forwarded to the undersigned at the above address. You may contact your Assessment Recovery Manager, Jennifer Bridgers via telephone at 2147606766, or via e-mail at [jbridgers@riddleandwilliams.com](mailto:jbridgers@riddleandwilliams.com).

Yours truly,



Jason R. Reed

Enclosure

cc: University Park Homeowners Association, Inc.  
c/o RealManage  
[collections@ciramail.com](mailto:collections@ciramail.com)  
Suite 600  
Dallas, Texas 75370  
(via first class mail)

**NOTICE OF LIEN**

STATE OF TEXAS                    §  
   §  
COUNTY OF DALLAS               §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, those certain First Amended Declaration of Covenants, Conditions and Restrictions for University Park filed of record at Volume 2000201, Page 5320, of the Deed Records of Dallas County, Texas (hereinafter referred to as the "Declaration"), provide for a lien against property subject to the Declaration; and

WHEREAS, the Declaration provides that University Park Homeowners Association, Inc. (hereinafter referred to as the "Association") is vested with the power to enforce the lien by all methods available; and

WHEREAS, Guy McCord is the owner of the following described property which is subject to the Declaration (the "Property"): Lot 19, Block H, of University Park No. 1, an addition to the City of Irving, Dallas, County, Texas, according to the plat thereof recorded in Volume 96180, Page 5524, of the Plat Records of Dallas County, Texas (3200 Ricci Lane); and

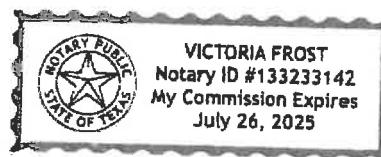
WHEREAS, Guy McCord is in default in its/his/her/their obligation for payment of assessments and has failed and refused and continues to fail and refuse, despite demand upon it/him/her/them, to pay to the Association assessments and related charges properly levied against the Property in the amount as of December 1, 2021, equal to \$4,817.10; and

NOW, THEREFORE, the Association, acting by and through its duly authorized officer or agent, does hereby file this Notice of Lien against the Property for the nonpayment of assessments and related charges owing to the Association in the amount as of December 1, 2021, equal to \$4,817.10.

SIGNED this 1<sup>st</sup> day of December, 2021.

University Park Homeowners Association, Inc.

By: [Signature]  
Jason R. Reed  
Duly Authorized Officer/Agent



STATE OF TEXAS                    §  
   §  
COUNTY OF DALLAS               §

This instrument was acknowledged before me on this 1 day of December, 2021, by Jason R. Reed, Duly Authorized Officer/Agent for University Park Homeowners Association, Inc.

AFTER RECORDING, PLEASE RETURN TO:  
RIDDLE & WILLIAMS, P.C.  
3811 Turtle Creek Blvd, Ste 500  
Dallas, Texas 75219

[Signature]  
Notary Public in and for the State of Texas  
Victoria Frost  
Stamped or Printed Name of Notary

My Commission Expires: \_\_\_\_\_