

**CONCERNED OWNERS OF
PROVIDENCE**

vs.

**PROVIDENCE COMMUNITY
ASSOCIATION, INC., WILLIE A. JONES,
MICHAEL ATES, PATRICK MEURER,
LAURA L. DAWSON and STEVEN G.
MCSWAIN**

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IN THE DISTRICT COURT OF

FORT BEND COUNTY, TEXAS

400TH JUDICIAL DISTRICT

**ORDER GRANTING TEMPORARY INJUNCTION AND
APPOINTING RECEIVER TO CONDUCT ELECTION**

On March 20, 2025, came on to be considered Plaintiff CONCERNED OWNERS OF PROVIDENCE's application for a temporary injunction (the "Application"). Plaintiff CONCERNED OWNERS OF PROVIDENCE ("Plaintiff") appeared before the Court through its attorneys of record, and Defendants PROVIDENCE COMMUNITY ASSOCIATION, INC., WILLIE A. JONES, MICHAEL ATES, PATRICK MEURER, LAURA L. DAWSON and STEVEN G. MCSWAIN appeared (collectively the "Defendants"). All parties agreed to the appointment of a receiver and waived the need for a temporary injunction hearing.

The Court considered the Plaintiff's Application, the arguments of counsel, the evidence presented by Parties, and the response from the Defendants. The Court also considered the Association's Bylaws and applicable provisions of the Texas Property Code. Based on all information and evidence presented at the hearing the Court finds that good cause exists for the granting of Plaintiff's Application for Temporary Injunction and makes the following findings in support of this Order:

1. Plaintiff has "associational standing" and may sue on behalf of its members, pursuant to the authorities and/or case law referenced in Plaintiff's live pleadings;

2. It appears that Defendants have committed a breach of the restrictive covenants applicable to the Association and the Providence Subdivision, supporting and justifying the granting of injunctive relief to prohibit further breaches/violations;
3. Unless restrained by this order, the Association and defendants intend to continue conducting Association Board meetings and Association business without a valid Board quorum present and/or engaging in other unauthorized Association actions that appear to violate the restrictive covenants; and
4. The current valid Board of Directors of the Association are:
Willie Jones
Michael Ates
Nadeem Naik
Karen Blakeman
5. The following Defendants were not properly appointed or elected to the Association's Board of Directors and therefore are not on the Board of Directors of the Association:
Patrick Meurer
Laura L. Dawson
Steven G. McSwain
6. All matters decided at the November 1, 2024 board meeting and the January 20, 2025 annual meeting and election were not done properly and in violation of the restrictive covenants and/or other Texas law and are therefore null and void.
7. All decisions made by the Board of the Association at and after the November 1, 2024 board meeting that were made without proper notice to owners and without the inclusion of board members Nadeem Naik and Karen Blakeman were improper and null and void (due to lack of notice and lack of quorum).
8. In order for any business of the Association to occur by the board in the future, a minimum of three valid board members must be present for a quorum to exist.
9. Plaintiff does not have an adequate remedy at law because no monetary relief would adequately compensate Plaintiff for the damages described herein.

It is therefore ORDERED that the Clerk of this Court issue a Temporary Injunction
RESTRAINING and ENJOINING Defendants PROVIDENCE COMMUNITY
ASSOCIATION, INC., WILLIE A. JONES, MICHAEL ATES, PATRICK MEURER,

LAURA L. DAWSON and STEVEN G. MCSWAIN , as well as its officers, directors, agents, attorneys, employees, and anyone else acting on its behalf or at its direction (the “**Association Restrained Parties**”) from the following:

- (A) From conducting any Association business with Defendants PATRICK MEURER, LAURA L. DAWSON and STEVEN G. MCSWAIN, acting as directors of the Board of Directors of the Association; and
- (B) From conducting any board of directors’ meetings without proper notice to owners in accordance with Section 209.0051 of the Texas Property Code and the attendance of at least three (3) of the following current board members present:

Willie A. Jones
Michael Ates
Nadeem Naik
Karen Blakeman (collectively “Current Board Members”)

It is further ORDERED that the association’s management company, SBB Community Management f/k/a Chaparral Management Company, is the current management company for the Association (“Manager”) and the Manager shall provide equal and open access to all of the Current Board Members listed above, including but not limited to a list of current owners and their contact information.

It is further ORDERED that **Hon. Levi J. Benton** (“Receiver”) whose contact information is as follows: **3417 Milam St., Houston, Tx. 77002; (713)521-1717** and **LBenton@LeviBenton.com** is hereby appointed by the Court as a temporary Receiver for the purpose of calling and conducting an annual meeting of the members of the Association, for the specific purpose of the election of two open director positions.

It is further ORDERED by the Court as follows:

1. The annual meeting and election shall be scheduled by the Receiver to occur on a

date in the near future to be selected by the Receiver, and such meeting/election date shall be no less than 90 days from the date of this order; and

2. The Receiver shall cause the Manager to notify all owners of the annual meeting and election and invite any owners to run for the board who may be interested in serving; and

3. The Receiver shall test, review and inquire of the Manager and all other parties herein in his sole discretion to satisfy himself that the Manager has properly notified all owners of the annual meeting and election, and to ensure, at Receiver's discretion, that all other issues and concerns relating to the election, etc., are addressed and satisfied, and that would allow the Receiver to ensure compliance with any and all notice and election requirements that Receiver believes appropriate in accordance with the restrictive covenants and the Association bylaws.

4. All owners in the Providence subdivision may attend and vote, in person or by proxy, at the annual meeting; and

5. The location of the annual meeting and election will be held in a location large enough so that all owners who want to attend are permitted to attend. All parties herein are permitted to recommend a location for such meeting but the Receiver shall have the sole discretion, power and authority to determine where such meeting shall be conducted; and

6. The annual meeting and election will be held and conducted according to the Association bylaws, save and except as may be modified by this order. In the event of a conflict between the bylaws and this order, this order shall control; and

7. The Receiver shall be permitted to use all services and information provided by the Manager, and the Manager shall cooperate and assist the Receiver as the Receiver shall direct;

and

8. All of the Proxies to be used at the annual meeting shall be directed to be returned to and received by the Receiver at least 10 calendar days prior to the annual meeting and election, so that the Receiver may review and verify them, as the Receiver feels is needed, but with the Receiver having the authority to determine in Receiver's sole discretion whether to allow any other proxies not timely received by the Receiver to be processed and counted. The proxies shall contain a place for the owner to include their contact information, so that the Receiver may verify that the proxy is legitimate, in the sole discretion of the Receiver; and

9. The Receiver is permitted to hire or use his or her staff and other professionals, including any security personnel, as the Receiver determines is needed to carry out his or her duties under this Order; and

10. The Receiver shall be paid for his services and for the cost of any service providers working with or under the direction of the Receiver to accomplish the Receiver's duties as set forth herein, and shall also be entitled to recover all costs incurred, in reasonable amounts, to be timely and promptly paid by the Association as requested by the Receiver; and

11. The Receiver shall count the votes cast at the annual meeting and election and announce the election results to the members at the end of the annual meeting and election; and

12. The Receiver shall prepare and file a report with the court at the conclusion of his or duties under this order, including the board members elected; and

13. When the Receiver has confirmed and announced the results of the election, then the two new board members elected shall be effective immediately upon the Receiver's

announcement, and the prior terms of Board Members, Nadeem Naik and Karen Blakeman, shall end (unless they are re-elected to new terms); and

14. After the election of the two new board members (as announced by the Receiver), then the new board of directors of the Association, shall proceed to handle the business of the Association in accordance with the Association's governing documents and Texas Law; and

15. Once the Receiver has completed the annual meeting and election, and announced the results, the Receiver shall prepare and file a report with the Court and upon approval of the report, the Receiver shall be discharged from his or her duties under this Order.

The Receiver appointed herein is presumed to be entitled to derived judicial immunity and all parties herein so stipulate. To the extent any party should contend otherwise, that party has 14 days after the date of this Order to file an objection with the Court concerning the Receiver's immunity as referenced herein, absent which objection filing the Court finds will be a waiver of such stipulated immunity.

The Receiver shall post a bond in the amount of \$500.00 before performing any duties under this Order, the cost of which shall be a cost to be incurred and paid by the Association.

- The Receiver must file an oath to perform their duties faithfully before acting under this Order.
- This Receivership terminates on the 14th day after the Receiver completes all duties set forth herein and submits the Receiver's report to the Court (not to exceed 180 days from the date of this Order), unless extended by further order of this Court.

The Court hereby ORDERS that the terms of this Order shall continue in full force and effect unless and until further order of this Court.

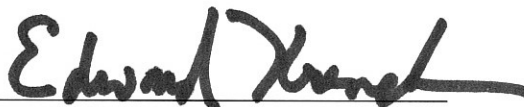
To the extent that any Party believes there to be a conflict with the appointment of the

Receiver, such notice of conflict shall be presented to the Receiver and filed with the Court within 14 days of the date of this Order.

To the extent that any Party objects to any terms or provisions set forth in this Order, such objection shall be filed with the Court within 14 days of the date of this Order, the failure of which to timely file such objection shall be deemed waived.

Counsel for Plaintiff shall promptly provide copies of this Order to all Board Members and to the Manager.

SIGNED on this 1st day of April, 2025.

A handwritten signature in black ink, appearing to read "Edward Krenk", written over a horizontal line.

Hon. Edward Krenk
Judge of the 400th District Court
Fort Bend County, Texas