

CAUSE NO. JP2-CV1900141

CAROL A AND DARREN G YANCY, SR,

IN THE JUSTICE COURT

Plaintiffs

5

**THE BURLESON MAGNOLIA FARMS
HOMEOWNER ASSOCIATION BOARD OF
DIRECTORS, CHARLES DUELLO
INDIVIDUALLY**

Defendants

IN THE JUSTICE COURT

2ND PRECINCT

FILE COPY

JOHNSON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION,
REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES CAROL AND DARREN G YANCY, SR., ET AL (“Plaintiffs”), who files this Original Petition against the named defendants for breach of duty, malfeasance, misrepresentation, discriminatory practices, violation of Texas Business & Organizations Code, violation of Texas Property Code, and violation of the Burleson Magnolia Farms Homeowner Association filed Deed Restriction. Plaintiffs seek judgement from the court in matters as they related to monies in dispute, matters involving the unfunded road reserve, as well as enforcement of the filed Deed Restrictions, and demand judgment for all the other relief to which they deem themselves entitled, and aver the damages sought are within the jurisdictional limits of the court.

1. DISCOVERY LEVEL

1.1. Plaintiff intends that this case be under Discovery Level 3.

2. VENUE and JURISDICTION

- 2.1. Both Plaintiff and Defendants are domiciled in the State of Texas.
- 2.2. Venue is proper in Johnson County, as all individual parties are residents of Johnson County and the Burleson Magnolia Farms Homeowner Association (hereinafter “BMFHOA”) Board of Directors are subject to the formation of the homeowners association in Johnson County.

3. PARTIES

- 3.1. Plaintiffs Carol A. Yancy, Darren G. Yancy, Sr. Sylvia Rosario, and Gregory Rosario reside in Johnson County in the Magnolia Farms Subdivision.
- 3.2. Defendant Charles Duello resides at 230 Sherry Lane, Burleson, Texas in Johnson County in the Magnolia Farms Subdivision.
- 3.3. The current BMFHOA Board of Directors are Charles Duello – President, David Ledford – Vice President who resides at 244 Sherry Lane in Burleson, Texas; Gene Young – Treasurer who resides at 237 Sherry Lane in Burleson, Texas; and Kyle Sherman – Member at Large who resides at 240 Sherry Lane in Burleson, Texas. They are authorized as Board Members under the BMFHOA Deed Restrictions on file with Johnson County Property Records.

4. FACTS

- 4.1. The BMFHOA is a nonprofit corporation formed and operated under the Business Organizations Act, Chapter 22 Nonprofits of the Constitution of the State of Texas. As such, the Laws of the State of Texas are the final authority in all matters regarding said corporation.
- 4.2. The operation of a nonprofit comes with specific duties and regulations to be followed to keep the corporation in compliance with state law.
- 4.3. The purpose of a homeowner association is to establish and enforce a specific set of standards designed to preserve the property values of residing Members.
- 4.4. History of the BMFHOA. The BMFHOA lies within the Extraterritorial Jurisdiction of the

City of Burleson, is in the Magnolia Farms Subdivision, has 16 plots and 15 Members, along with 2 separate non-Member acreage tracts known as 204 & 206 Sherry Lane. The Association was originally known as the Magnolia Farms Homeowner Association, but was changed to the Burleson Magnolia Farms Homeowner Association in 2006 due to the default of the nonprofit status. This was caused by an error when the former Secretary and Treasurer were not aware of forms to be filed with the Texas Secretary of State. The original name was claimed by another HOA during the reinstatement period.

4.5. The BMFHOA suffered from a lawsuit from a prior Member from 2006 through 2007. The basis of the suit was the prior Member wanted out of the BMFHOA due to mistakes from original filings from the subdivision developer John Volkman. While the suit ended in a draw, the Board Members at that time worked with lawyers to correct issues within the Deed Restrictions for future Board Members going forward. Plaintiff Darren Yancy and Defendant Gene Young were on the Board of Directors from 2003 to 2009.

4.6. One of the key issues addressed by the revised Deed Restrictions and performed under the advice of counsel **concerned non Member property** within the boundaries of the Magnolia Farms Subdivision and the BMFHOA. The original developer John Volkman had resided at 206 Sherry Lane before the subdivision was developed. Said developer sold a parcel to Kendall Craig in 1994 that became 204 Sherry Lane. This access easement came with clear instructions that this parcel was to pay maintenance on the Sherry Lane road.

4.7. When John Volkman developed Sherry Lane into Magnolia Farms, the existing properties of 204 & 206 Sherry Lane were not included as part of the HOA. However, as has been verified through county records, neither 206 nor 204 Sherry Lane own any part of the Sherry Lane road that runs through the HOA, but are granted access easements.

4.8. When Volkman sold 206 Sherry Lane to the Werr Family, no specifications were stated in the access easement of maintenance. However, since it is specified in the access easement of 204 Sherry Lane, and that neither Johnson County nor the City of Burleson own or maintain the road, maintaining the road would fall to the occupants of those properties and that monies would have to be collected for such maintenance.

4.9. As neither 206 nor 204 can claim ownership in Sherry Lane, that these properties lies within the protection and care of the BMFHOA Gate, are within the property boundary of Magnolia Farms Subdivision with all other Member properties, as well as the fact that these properties benefit from the Deed Restrictions placed on all Member properties, the conclusion given by counsel in 2007 to the BMFHOA Board was enforcement of Deed Restrictions and collection of maintenance fees to all Non-Member properties was reasonable. As such, language was incorporated into the Fourth Amended Deed Restrictions to include 206 & 204 Sherry Lane in Deed Restriction enforcement and collection of maintenance fees, but not Member dues.

4.10. The current Deed Restrictions on file with Johnson County were unanimously approved by the BMFHOA on April 4, 2008 and filed with the County on the same day. As such, all Board elected from that point forward were to follow these Deed Restrictions.

5. CLAIM – Dispute Regarding The Burleson Magnolia Farms HOA Website

5.1 This matter (the HOA website) was part of an official agenda on November 14, 2015 at then President Bobbi Brown's residence. The matter was discussed and 4 of the 5 Board member in attendance liked and were ready to approve the matter. Then VP of the Board Defendant Chuck Duello, who was in attendance per the minutes, requested time to see if free alternative was available. Stating in his plea that only a few months would be needed. The vote was officially tabled via motion by Defendant Duello at the time per the minutes to be

followed up after the holidays. The Board letter states the Defendant Duello did not receive notification of the meeting. There is a clear record on the matter that the current Board is in possession of as Mr. Yancy provided it.

5.2 Mr. Yancy attempted to contact Mr. Duello after the first of the New Year in 2016 on the matter, but had no response. He contacted then President Brown on the matter to move forward since 4 of the 5 Board Members had been ready to approve the motion and the approval was granted. Then Secretary Yancy spent considerable time trying different site models to accommodate the data for the HOA. Eventually he settled on a WordPress site that would allow current data and stay within the budget parameters proposed. The site went live in January 2017 and then Sec. Yancy deducted partial cost from his 2017 dues.

5.3 When dues came in 2018, fees for maintain the site were deducted from the check sent to the HOA. The instrument clearly stated “Annual dues less webmaster fees”. The check was subsequently cashed.

5.4 On August 24, 2018, Plaintiff Yancy’s received a certified letter from the Board, without specific Members being spelled out. The letter wanted the additional \$200 back and claimed the website was not authorized or wanted.

5.5 Yancy Plaintiffs responded to the current BMFHOA Board Letter from August 24, 2018 on October 2, 2018 via counsel. In that response the Yancy’s laid out several options to permanently settle the matter. These included a fair market purchase of the site, domain, and all related intellectual property; an option to terminate the service and pay out the fair market value of the work performed in creation of the site, or to continue operations as is. To purchase the site, domain, and all related intellectual property is \$5000. This includes balance of work due from the site creation and the domains owned by the Yancy’s under the BMFHOA domain sequence.

Such short lettered domains have great value in the market place. The second option is to discontinue the service for the HOA, but all ownership remains with the Yancy's. The balance due for the work on the original site is \$800. The final option is for Yancy to continue to operate the site for the benefit of the HOA, provide any updates and maintenance required, and renew all domain charges and site mapping fees at current data storage levels for \$200 annually.

5.6 Plaintiffs also dispute the Board's current legal capacity to originate said letters and impose any actions upon the Yancy's.

6. CLAIM – No Road Reserve Fund for the HOA

6.1. Violation of **BMFHoa CCR 4.02 (a) – Use of Maintenance Funds for the Care of the Common Property.** Defendant Charles Duello has served on all Boards since 2009, being President 3 of 5 times. Beginning in 2009 Plaintiff Darren Yancy started making the case to establish a road replacement fund. The road was in excess of 15 years old at that time, showing wear on the exteriors of the road, and had a failure in front of Defendant Young's home. Defendant Duello has lead the charge that the current road is in no need of repair and has thwarted all efforts to establish a road fund.

6.2. At the 2013 Member & Election Meeting, Plaintiff Yancy forced a topic for the HOA Members to consider – research to determine whether the road was fine as is, needed repairs, or replacement in total. Per details in the meeting, the Board would report to the HOA of its findings before proceeding. What happened instead was Defendant Duello authorized a “repair” to the road one month prior to the next Member & Election Meeting in 2015. No report was made to the condition or what was needed. However, HOA records reveal that research was indeed performed as far back as 2010, but never presented to the HOA. A proposal had even been drafted for a Sherry Lane Road Fund as well as a long term plan to fund replacement. None of this was ever presented

to the HOA for evaluation. While the repair action was a cosmetic upgrade, no discernable repair work was done. No crack fill or replacement of the road failure already in existence. Defendant Duello represented to the Members at the Member & Election Meeting that the road had been “repaired” and that no further action was needed for the road. Today, this expensive seal is wearing off and no road reserve is in place.

6.3. While the Defendants have prevented all measures to establish a road fund for the HOA, inappropriate and unnecessary expenditures have been made at Member expense. During the main road “repair” performed in May of 2015, Defendant Duello authorized a paving of a section of road outside the BMFHOA gates that had never been maintained before and was County property. When questioned about this expense, his statement was the County claimed it was the responsibility of BMFHOA. Without research or making the County Commissioner prove such section of road was indeed the responsibility of BMFHOA, Defendant Duello paid \$3362.25 to have the section paved.

6.4. In 2016, during his tenure at 2015-2017 Board Secretary, Plaintiff Yancy met with Precinct Three County Commissioner Jerry Stringer to discuss the road outside the HOA gate. During that meeting, it was determined the road was NOT the responsibility of BMFHOA and future responsibilities were allotted back to the County. This is an example of Defendant Duello’s incompetence at his position within the Board.

6.5. In August 2015, during his tenure at 2015-2017 Board Secretary, Plaintiff Yancy met with Precinct Three County Commissioner Jerry Stringer to discuss the condition of Sherry Lane and if the County would consider taking over the maintenance. The road could have potentially been returned to the County for maintenance if the road qualified in its condition. This topic had come up in the 2015 Member & Election Meeting and Plaintiff Yancy was charged in getting this

research. Commissioner Stringer came and inspected the road and wrote the following concerning the condition of the road: **“There is considerable cracking of the asphalt surface that would need to be repaired. I know that the homeowners recently had the road treated with a “fog seal”, however that is not a suitable repair for cracking road.”** In essence, the work authorized and paid for by Defendant Duello was a waste of HOA Member monies and another example of his incompetence in his position on the Board. Plaintiff Yancy included Commissioner Stringer’s letter in the 2016 Spring Communication to the Members of the HOA.

6.6. To date, the 25 year old Sherry Lane road within the confines of The Burleson Magnolia Farms HOA continues to deteriorate at the inactions of Defendants and have a negative impact on Plaintiffs market value of their and other Member homes.

7. CLAIM – Failure to Follow Texas Law and Failure to Enforce HOA Deed Restriction

7.1. Since 2009, the BMFHOA Boards have breached their duty to the Members through lack of enforcement of the current Deed Restrictions, have mismanaged Member funds, have had discriminatory practices against Defendants, and have violated numerous state laws. The lone Board not guilty of these offenses was the 2015 to 2017 Board where Plaintiff Darren Yancy served as Board Secretary.

7.2. The first is in regard to operating in a legal capacity as a Board with no secretary. **Business Organizations Code, Nonprofit Section 22.204 requires at least 3 Board members, 2 of which must be the President and Secretary with these positions being held by separate people.** In spring of 2018, Board Secretary Teri Bean resigned from her position. No notice or announcement was made and Plaintiffs discovered this only through a conversation with Bean. With the Tery Bean resignation in May of 2018, ***the Board is not operating legally.*** There is no provision for vacancy replacements in the Deed Restrictions or formation documents. To date, there has been

no announcement from the Board to replace the position. As such, the Board is in violation of not using **Section 22.212 of The Business Organizations Code for Board Vacancies**. While the Deed Restrictions General Elections rules can be used, *something* has to be used. Defendant Duello is apparently operating as both President and Secretary, which is not allowed under Texas law. He cannot claim ignorance of the issue, as he was part of a Board change and following debacle he created in 2017. This is yet another example of Defendant Duello's incompetence in his position with the Board.

7.3. Violation of **BMFHOA CCR 6.01 (a) Collection of Regular Assessment for Maintenance**. In 2009, the newly elected Board of Directors failed in enforcing Compliance with as stated in the Deed Restrictions by failing to collect maintenance fees from property owners at 206 Sherry Lane. This item was not made aware to general Members until the 2011 Member & Election Meeting. At that Meeting, the outgoing Board showed letters of attempts at collection through communications, but no legal action against the new owners. Plaintiff Darren Yancy complained that legal action should be taken to avoid issue with the Deed Restrictions. He was the sole voice in the matter and incoming President Defendant Charles Duello made it clear he had no intentions to further collection attempts that would include any legal process. While Plaintiff Yancy has repeatedly brought this same issue up again and again over the years, Defendant Duello has worked against enforcing this covenant, thus allowing a non-Member to benefit from the BMFHOA while contributing nothing to its maintenance and undermining the Deed Restrictions.

7.4. Violation of **Business Organizations Code, Nonprofit Sections 22.352 and 22.354 as well as BMFHOA CCR 4.03 (f) - Providing annual report within 90 days of fiscal year end**.

The Board, with Defendant Duello as President has violated this requirement in 2015 & 2018.

Plaintiff included a request of financials in 2018 when paying dues to Treasurer Young and followed up with an email, but no financials were ever produced for the year. Violation of Section 22.354 is a Class B Misdemeanor.

7.5. Violation of **BMFHOA CCR 9.03 Exterior Surfaces** of the Deed Restrictions. In 2016, the mailbox at 206 Sherry Lane was hit by another vehicle, assumed to be operated by a guest in the HOA. The mailbox was a brick mailbox, as required by Compliance with. It is now a mailbox on a wood stand and out of compliance with the Deed Restrictions. Defendant Duello has thwarted all attempts at any enforcement of CCR's with the residents at 206 Sherry Lane.

7.6. Violation of **BMFHOA CCR 9.19 Offensive Activities**. In spring of 2017, Defendant Board Member Young acquired 2 Australian Shepherds that occupy their backyard. While dogs are certainly permitted, these 2 dogs have continuously harassed Plaintiff Carol Yancy and her horses on a daily basis. **The dogs disturb the peace and make the Yancy's pasture unusable in a safe manner.** They represent a threat to Carol Yancy's life anytime she wishes to ride her horse, as these dogs run at the fence and bark in high pitched manners that spook the horses. The noise also **poses a potential issue for resale** for the Yancy's when they decide to sell in the future.

7.7. Violation of **BMFHOA CCR 9.01 (c) Permitted Use and (d) Use of Contractor**. In January or February of 2018, Defendant Duello began a backyard project. All projects must fall within established guidelines or seek Board approval for variances, and require the use of Contractors. Duello has been doing the project "DIY" manner, which is in violation of **BMFHOA CCR 9.01 (c) Permitted Use and (d) Use of Contractor** as written in the Deed Restrictions. The project has been an eyesore and carried on over the summer and into the fall. Plaintiffs are not aware of any permit filed by Duello with the County to perform work himself; know of no background experience Duello may have to perform this project and not create a potential fire

hazard for himself and the community.

7.8. Violation of **Business Organizations Code, Nonprofit Section 22.153**. The current Board went all of 2018 without calling a Member meeting as required by law.

7.9. Violation of **209.0051 Open Meetings Act**. In fairness, no Board was aware of this law until 2017 during a dispute of the process to replace a vacated Board member. Plaintiff Yancy sought advice of counsel and was made aware current meetings for this process required open meetings. Defendant Duello was aware of this in 2017. Plaintiff Darren Yancy also sent a direct message to then Board Secretary in spring of 2018 that the Board needed to follow the Act. As such, Defendant have willfully violated this rule during the current Board term.

7.10. Since his election to the Board in 2009, Defendant Duello has established a pattern for enforcing Deed Restrictions that suit him and disregarding those he does not like. He does not seek legal advice, which could potentially justify his behavior, but declares himself clairvoyant. These named violations have all occurred when Duello has been on the Board either as President or Vice President and are further illustrations of Duello's attitude for selective discriminations and outright incompetence during his tenure on the Board. His decision, along with other Board Members undermine the integrity of the HOA and fail to protect the property values of its Members.

8. CLAIM – BREACH OF DUTY

8.1. Texas Directors of Nonprofits owe two specific areas of duty in the acceptance of a Board position. **The Duty of Care** is the duty to stay informed and exercise reasonable care and prudence in the management of an organization. **The Duty of Loyalty** requires Board members act for the benefit of the organization and not for personal benefit.

8.2. The current Board, as well as all but the 2015-2017 Board, have breached these duties. The

residences of the BMFHOA agreed to be in an HOA when they purchased their homes in a deed restricted subdivision. The exchange for that right was consistent building standards to protect and promote property values.

8.3. Numerous examples have been given in facts where the Boards and specific Board Members illustrate extreme incompetence and indifference. They do not stay informed of basic laws in the operation of an organization, enforce the most basic of HOA rules in regard to having meetings and publishing required data, or have a basic understanding that the existence of the BMFHOA is based in state law and that those laws are to be followed and not described as misguided. Perhaps the best illustration for a lack of care is from Defendant Duello. Duello, without research on the prior history of the patch of road outside the gates to ascertain its prior maintenance history or even forcing the County Commissioner to verify its claim, paid almost \$4000.00 of Member monies for a road the BMFHOA was clearly not responsible for.

8.4. Numerous examples have been given in fact where the Board and specific Board Members are not acting to preserve property values, the sole purpose of the organization, The BMFHOA has had a non-Member out of compliance for over 8 years on one issue and 2 years on another, but refuse to even seek some form of legal counsel, simply choosing to ignore the issue at the expense of the benefit of the Members property values.

8.5. While the breaches have been numerous, the best illustration of these breaches has been a relentless pursuit to establish any form of reserve fund for future repair or replacement of the road. Thus creating a major liability for the HOA in general and deteriorating the property values of members.

9. CLAIM – MALFEASANCE, MISREPRESENTATION

9.1. In 2013, during the bi-annual Members & Election Meeting, a specific charge was placed

on the incoming Board. That charge was to gather research on the condition of the road, through the opinions of experts and present a report to the HOA Membership as to the condition of the road and whether replacement or repair was needed. While the Deed Restrictions grant the Board to perform repairs, none had been done in the years following its takeover from the developer John Volkman. In this specific case, the entire HOA was to be involved.

9.2. Instead, the Members were lied to and sold a bill of goods which was not performed. Defendant Duello represented to the HOA Membership that the road was “repaired” and needed no further attention. In reality, as evidence shows, the work done was no more than an oil based paint job and no repairs of any type were performed.

10. CLAIM – DISCRIMINATORY ACTION

10.1. Numerous examples have been given in fact where the Board and specific Board Members have refused projects and variances, intruded on Plaintiffs 1st Amendment Rights, then ignoring state laws on operating in a legal manner while further harassing Plaintiffs with bogus claims for monies.

10.2. Instead of using the Board to improve conditions in the HOA and preserve property values, Board Members are using the positions of the Board to take selective and discriminatory actions.

11. CLAIM – VIOLATIONS OF THE TEXAS BUSINESS CODE

11.1. Numerous examples have been given in fact where the Board has and is currently violating the Texas Business Code.

11.2. Current violations include Section 22.204 in operating without a Board Secretary.

11.3. This Board and past Boards where Defendant Duello has been President have violated Section 22.153 by not having an annual Member meeting.

11.4. This Board and past Boards where Defendant Duello has been President have

violated Sections 22.352 and 22.354 regarding the production and maintaining of financial records and reports. Section 22.354 is a Class A Misdemeanor.

12. CLAIM – VIOLATIONS OF THE TEXAS PROPERTY CODE

12.1. Examples have been given in fact where the Board has and is currently violating the Texas Property Code.

12.2. Current violations include Section 209.0051 under Open Meetings requirements.

13. CLAIM – VIOLATION OF THE CURRENT DEED RESTRICTIONS

13.1. Numerous examples have been given in fact where the Board has and is currently violating the Burleson Magnolia Farms Homeowner Association Deed Restriction.

14. CLAIM – ATTORNEY FEES

14.1. Plaintiffs ask for an award of attorney's fees, should such expense arise, as their claims are based on causes which carry a statutory claim for reasonable and necessary attorney fees.

15. REQUEST FOR DISCLOSURE

15.1. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, plaintiffs request that defendants disclose the information and materials described in 194.2(a-l) within 30 days of service of this request.

16. PRAYER for DAMAGES and REMEDIES SOUGHT

16.1 Plaintiff's Yancy pray that Court will take the evidence presented and award Plaintiffs a decision where the Defendants either accept the use of BMFHOA website with its annual fee, or pay for Plaintiffs approved work with Plaintiff retaining ownership to site and other IP, or to force the Board to buyout the site and other IP as prescribed in petition.

16.2 Plaintiff's Yancy pray that the Court will take the evidence presented and find the Yancy's have paid dues and are in good standing with the HOA.

16.3 Plaintiff's Yancy pray that the Court will take the evidence presented and judge Defendant Board Member Young in violation of **BMFHOA CCR 9.19 OFFENSIVE ACTIVITIES** and to train his dogs to stop their constant assault on the Yancy's horses or have the animals removed from Defendants property.

16.4 Plaintiff's pray that the Court will take the evidence presented regarding the funding of the Sherry Lane road and judge Defendants in breach of their duty of maintaining a road fund and taking appropriate steps in the repair and/or replacement of the road by immediately establishing said fund with an initial reserve from current funds that cannot be used in any other capacity.

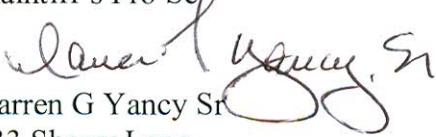
16.5 Plaintiff's pray that the Court will take the evidence presented regarding the misappropriation of funds used in the to pave and repair funds outside the HOA and not the responsibility of the HOA by Defendant Duello and have him repay the \$3362.25 to the HOA to be reserved to the Sherry Lane Road Fund.

16.6 Plaintiff's pray that the Court will take the evidence presented regarding the enforcement of the Burleson Magnolia Farms HOA Covenant, Conditions, & Restrictions as filed with Johnson County on April 4, 2008 and find Defendants in breach of their legal duties and require this Board, as well as elected Boards that follow to enforce the Restrictions as filed with the County, without prejudice or discriminatory enforcement against Plaintiffs or other Members, and to seek competent legal counsel in any matter of dispute on enforcement.

16.7 Plaintiffs' pray that the Court will take the evidence presented regarding violations of various Texas Laws spelled out in facts and find Defendants in violation of said laws and require this Board, as well as elected Boards that follow to comply will all state laws regarding the Burleson Magnolia Farms HOA.

WHEREFORE, PREMISES CONSIDERED, plaintiffs respectfully request that the Court render judgment in favor of plaintiffs; that plaintiffs recover from defendant's damages available pursuant to law or equity, reasonable and necessary attorney's fees, costs, and such other relief to which plaintiffs may show themselves justly entitled.

Respectfully Submitted,
Plaintiff's Pro Se


Darren G Yancy Sr
233 Sherry Lane
Burleson, TX 76028
dgyancy@ntunwired.com
817-447-9046

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (*FOR CLERK USE ONLY*): _____

STYLED _____

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		2. Names of parties in case:
Name: <i>Daren G Yancy, Sr</i>	Telephone: <i>817 447 9044</i>	Plaintiff(s): <i>Daren G Yancy, Sr</i> <i>Carol Yancy</i>
Address: <i>233 Sherry Lane</i>	Fax: _____	Defendant(s): <i>Charles Duelle</i> <i>Burleson Magnolia Farms</i> <i>HOA Board</i>
City/State/Zip: <i>Burleson, TX 76028</i>	State Bar No: _____	[Attach additional page as necessary to list all parties]
Email: <i>Dyancy@attwired.com</i>	3. Indicate case type, or identify the most important issue in the case (select only 1):	
<input type="checkbox"/> Debt Claim: A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.		<input type="checkbox"/> Eviction: An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.
<input type="checkbox"/> Repair and Remedy: A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.		<input checked="" type="checkbox"/> Small Claims: A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.

CAUSE NUMBER: _____

Yancy
PLAINTIFF

Vs.

Charles, BMFHO Board

DEFENDANT

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JUSTICE OF THE PEACE

PRECINCT 2

JOHNSON COUNTY, TEXAS

PLAINTIFF'S CERTIFICATE OF LAST KNOWN ADDRESS

Pursuant to TRCP 503.1 Plaintiff is certify to the court the last known address of the Defendant is as follows:

Charles Duullo 230 Sherry Lane Burleson, TX 76028

Gene Yancy - 237 Sherry Lane Burleson, TX 76028

David Wofford - 244 Sherry Lane Burleson, TX 76028

Kyle Surman 240 Sherry Lane Burleson, TX 76028

Signed this 21st day of February, 20 19.

James L Yancy, Sr
PLAINTIFF

OFFICIAL RECEIPT



Johnson County
Jeff Monk

Justice of the Peace, Pct.2
247 Elk Drive, Ste. 107
Burleson, Texas 76028

Mayor
YANCY, DARREN
133 SHERRY LANE
BURLESON TX 76028

Receipt No.
2019-06953

Transaction Date
02/21/2019

Description	Amount Paid
YANCY, DARREN JP2-CV1900141 DARREN YANCY,CAROL YANCY vs. Burleson Magnolia Farms Homeowners Association Board of Directors	
Civil Filing Fee	66.00
Citation Service Fee - OTC	85.00
SUBTOTAL	151.00
Remaining Balance Due: \$0.00	
 Convenience Fee	 4.15
PAYMENT TOTAL	155.15
 OTC Credit Card Payments (Ref #1889816514)	 151.00
Tendered	
Total Tendered	151.00
Change	0.00
02/21/2019 10:36 AM	Cashier Station JP2TWIN02
	Audit 15851633

OFFICIAL RECEIPT