

SUNDAY ISAIAH;	§	
ZION MENACHEM OHANA;	§	
BORDLEY, INC.;	§	
JUAN MARTIN BARRON;	§	
ROSELINE RASOLOVOAHANGY;	§	
JOSE SANTIAGO;	§	
JUANA SANTIAGO;	§	
KENNETH WILLIAMS;	§	
JULIANA WILLIAMS;	§	
AND THE REAL PROPERTY	§	
KNOWN AS 7400 BISSONNET,	§	
LE PROMENADE TOWNHOMES,	§	
A CONDOMINIUM PROJECT	§	
Defendants	§	164th JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND INJUNCTION

Plaintiff, the State of Texas, by and through Harris County Attorney Vince Ryan, and defendants, Huali Investment, Inc.; Le Promenade Council of Co-Owners, Inc.; Lydia M. Estebane; Gloria N. Gomez; Manuel Pineda; Maria Pineda; Nancy Arteaga; Maximino Cervantes; Charlene Hunter; Ana Paula Palacios; Jose Palacios; Baudilio Moran; Domitila Mancia Moran; NCN, L.L.C.; Fidelia Rivera; Jorge Rivera; Felipe Rosales; Estate of Therese Starr; Shiv Kumar; Sunita Kumar; Xi Guang Li; Maria Diaz; Emigdio Diaz; Alicia Aguirre Flores; Margarita Vigo; Jose Marinelarena; Yadira Olivas-Gonzalez; Antonio Flores, Rebeca Flores; Sulwan Rehman; Antonio Luevano; Maria Luevano; Eliverio Villagomez; Houston Residential Distressed Property Fund; Guo Ping Li; Ronnell Tresvant; Sunday Isaiah; Zion Menachem Ohana; Bordley, Inc.; Juan Martin Barron; Roseline Rasolovoahangy; Jose Santiago; Juana Santiago; Kenneth Williams; Juliana Williams; and the Real Property Known as 7400 Bissonnet, Le Promenade Townhomes, a Condominium Project ("Le Promenade"), all herein referred to as ("Defendants"), submit to the Court this Agreed Final Judgment and Permanent Injunction ("Judgment"). Therefore, by the duly authorized signatures subscribed to this Judgment, all parties represent to the Court that they agree to its terms, and that it represents the

compromise and settlement of all matters that were placed in issue by The State of Texas' Original Petition and any amended petitions filed as of the Effective Date, as defined below. The Court finds that it has jurisdiction over the subject matter of this action pursuant to Chapter 125 of the Texas Civil Practice & Remedies Code. After reviewing the pleadings and listening to the evidence and arguments of counsel, the Court finds this Judgment to be proper, necessary, and in the best interest of justice.

1. DEFINITIONS

1.1 As used in this Judgment, the words and terms set forth below have the following meanings:

1.2 "Council" means Le Promenade Council of Co-Owners, Inc. or any successor condominium homeowners' council established at 7400 Bissonnet

1.2 "Defendants" or "defendants" means Huali Investment, Inc.; Le Promenade Council of Co-Owners, Inc.; Lydia M. Estebane; Gloria N. Gomez; Manuel Pineda; Maria Pineda; Nancy Arteaga; Maximino Cervantes; Charlene Hunter; Ana Paula Palacios; Jose Palacios; Baudilio Moran; Domitila Mancia Moran; NCN, L.L.C.; Fidelia Rivera; Jorge Rivera; Felipe Rosales; Estate of Therese Starr; Shiv Kumar; Sunita Kumar;; Xi Guang Li; Maria Diaz; Emigdio Diaz; Alicia Aguirre Flores; Margarita Vigo; Jose Marinelarena; Yadira Olivas-Gonzalez; Antonio Flores, Rebeca Flores; Sulwan Rehman; Antonio Luevano; Maria Luevano; Eliverio Villagomez; Houston Residential Distressed Property Fund; Guo Ping Li; Ronnell Tresvant; Sunday Isaiah; Zion Menachem Ohana; Bordley, Inc.; Juan Martin Barron; Roseline Rasolovoahangy; Jose Santiago; Juana Santiago; Kenneth Williams; Juliana Williams; and the Real Property Known as 7400 Bissonnet, Le Promenade Townhomes, a Condominium Project ("Le Promenade").

1.3 "Property" means 7400 Bissonnet in Houston, Texas, also known as Le Promenade Townhomes.

1.4 "Judgment" means this Agreed Final Judgment and Injunction.

1.5 "Effective Date" means the date the Court signs this Judgment.

2. PARTIES BOUND

2.1 This Judgment applies to and is binding upon the plaintiff and defendants and their successors and assigns. Any changes in ownership or corporate status of the defendants or the Site including, but not limited to, any transfer of assets or real property shall in no way alter the defendant's responsibilities under this Judgment.

2.2 Nothing in this Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

3. STIPULATIONS

3.1 The parties stipulate to the following:

- a. All parties agree and understand that this Agreed Final Judgment and Injunction is enforceable for five years from the time this document is signed by the Court.
- b. Harris County Attorney Vince Ryan is duly authorized to bring this cause of action pursuant to state law.
- c. This Judgment complies with all of the statutory, jurisdictional, and procedural requisites necessary for entry and enforcement.
- d. All Parties agree to the terms of this Judgment, request the Court to approve it, and waive the right to appeal its validity.
- e. All Parties agree and understand this Agreed Final Judgment and Injunction is enforceable by contempt.

4. COMMITMENTS BY DEFENDANT

4.1 The defendants acknowledge receipt of a copy of this Judgment, are aware of the duties placed upon them by the injunctive provisions contained in this Judgment, and are willing and able of carrying out those duties in full. The defendants waive the necessity of the issuance and service of a writ of injunction pursuant to Rule 692 of the Texas Rules of Civil Procedure.

4.2 The defendants agree that this agreement is enforceable by contempt and that they can be fined, sent to jail, or both for failure to comply with the terms of this Final Agreed Judgment and Injunction after a hearing before the court.

5. INJUNCTION

5.1 IT IS ORDERED, ADJUDGED, AND DECREED THAT THE PLAINTIFF'S APPLICATION FOR AN INJUNCTION IS GRANTED AND APPROVED, AND THE DEFENDANTS AND THEIR AGENTS, SUCCESSORS, ASSIGNS, SERVANTS, AND EMPLOYEES ARE HEREBY IMMEDIATELY, MANDATORILY, AND ENJOINED AS FOLLOWS:

5.2 As of the Effective Date of this Judgment and in addition to any other requirements imposed by law, defendants, Huali Investment, Inc.; Le Promenade Council of Co-Owners, Inc.; Lydia M. Estebane; Gloria N. Gomez; Manuel Pineda; Maria Pineda; Nancy Arteaga; Maximino Cervantes; Charlene Hunter; Ana Paula Palacios; Jose Palacios; Baudilio Moran; Domitila Mancia Moran; NCN, L.L.C.; Fidelia Rivera; Jorge Rivera; Felipe Rosales; Estate of Therese Starr; Shiv Kumar; Sunita Kumar; Xi Guang Li; Maria Diaz; Emigdio Diaz; Alicia Aguirre Flores; Margarita Vigo; Jose Marinelarena; Yadira Olivas-Gonzalez; Antonio Flores, Rebeca Flores; Sulwan Rehman; Antonio Luevano; Maria Luevano; Eliverio Villagomez; Houston Residential Distressed Property Fund; Guo Ping Li; Ronnell Tresvant; Sunday Isaiah; Zion

Menachem Ohana; Bordley, Inc.; Juan Martin Barron; Roseline Rasolovoahangy; Jose Santiago; Juana Santiago; Kenneth Williams; Juliana Williams; and the Real Property Known as 7400 Bissonnet, Le Promenade Townhomes, a Condominium Project (“Le Promenade”), all herein referred to as (“Defendants”), their officers, agents, servants, employees, and upon those persons in active concert or participation with them, are hereby ORDERED to comply with the following demands at the property located at 7400 Bissonnet in Houston, Harris County, Texas:

1. Huali Investment, Inc.; Le Promenade Council of Co-Owners, Inc.; Lydia M. Estebane; Gloria N. Gomez; Manuel Pineda; Maria Pineda; Nancy Arteaga; Maximino Cervantes; Charlene Hunter; Ana Paula Palacios; Jose Palacios; Baudilio Moran; Domitila Mancia Moran; NCN, L.L.C.; Fidelia Rivera; Jorge Rivera; Felipe Rosales; Estate of Therese Starr; Shiv Kumar; Sunita Kumar; Avignon Holdings, L.L.C.; Xi Guang Li; Maria Diaz; Emigdio Diaz; Alicia Aguirre Flores; Margarita Vigo; Jose Marinelarena; Yadiria Olivas-Gonzalez; Antonio Flores, Rebeca Flores; Sulwan Rehman; Antonio Luevano; Maria Luevano; Eliverio Villagomez; Houston Residential Distressed Property Fund; Guo Ping Li; Ronnell Tresvant; Sunday Isaiah; Zion Menachem Ohana; Bordley, Inc.; Juan Martin Barron; Roseline Rasolovoahangy; Jose Santiago; Juana Santiago; Kenneth Williams; Juliana Williams; and the Real Property Known as 7400 Bissonnet, Le Promenade Townhomes, a Condominium Project (“Le Promenade”), all herein referred to as (“Defendants”), their officers, agents, servants, employees, and upon those persons in active concert or participation with them, are hereby ORDERED immediately upon the court’s execution of this injunction to:

1. **Security**: Maintain at least two uniformed certified peace officer and two licensed security guards to secure the Property, and have one peace officer and one security guard at least once an hour patrol all parking lots, courtyards, breezeways, and other common areas at Le Promenade

Townhomes in 8-hour shifts that are randomly assigned between 4 p.m. until 4 a.m. Monday through Saturday, and another mandatory shift from 6 a.m. until 10 a.m. Monday through Friday or as determined by the receiver.

2. **Activity Log**: Have each peace officer complete an “Activity Log” documenting for each shift worked the following information:

a) start date, day, and time of shift; b) end date, day, and time of shift; officer names, badge numbers, and telephone contact information; d) any criminal or suspicious activity observed during the shift; e) contact information for all complainants; f) all information concerning any arrest on the Property, including offense report number; g) a list of any light fixtures that need repair or replacement; h) note any person of school age identifiable either because they are wearing a school uniform or is a purported student who is at the Property during Houston Independent School District (HISD) school hours and call the Le Promenade office manager at 713-541-5812 and an HISD security officer at 713-771-7215 and identify themselves and let them know that students are on the Property during school hours, and i) note on the log the time and date of any gang graffiti observed on the Property. The activity logs must be maintained by the Defendants at the Property.

3. **Video Surveillance**: Maintain security cameras located at Le Promenade Townhomes and make sure they are operable and recording at all times throughout the Property for each building on the Property, including Buildings A through T, and C1 and C2, L1 and L2, and O1 and O2, and one camera for the courtyard next to each building. These cameras shall be accessible through the Internet and remotely through cell phones. Ensure that the Digital Video Recorder (DVR) has the ability to record and store streaming video for more than 30 days, has the capability to burn DVD's and capability to download video to a USB portable storage device.

The Digital Video Recorder must record at all times, 24 hours a day/ 7 days a week. And all camera recordings shall display the date and time of the recording. Make the digital video recording available to law enforcement personnel upon request and provide copies when requested by law enforcement.

4. Defendants who rent their property must screen prospective renters, charge market rent for all rented units, and require renters to pay for their water use:

A. Screening renters: All defendant owners who rent their units must submit a copy of the lease to the Council. The lease must be a standard lease, substantially similar to those provided by the Texas Apartment Association (TAA), including the TAA condominium lease agreement form K, L-1 or L-2, or the TAA apartment lease agreement form A, B-1 or B-2, or the Texas Association of Realtors residential lease, modified to include a provision that states that the owner will not lease to anyone convicted of any felony, violent crime, sex crime, narcotics offense, or has an association with any gang activity; and that all prospective tenants and occupants 18 years or older present a photo identification that can be issued from any country, and state the name and address of each person who will be occupying the condominium unit. Each defendant owner who rents a unit shall submit written proof to the Council that a background check has been run on each tenant. The documents submitted shall be kept in a Council file for review and made available to all parties to this suit through their counsel.

B. Managing Renters: All defendant owners who rent their units to require that all persons living in a unit be listed on the lease and that the occupancy limits for each unit as set out in the Le Promenade Townhomes By-Laws be followed. Copies of all leases and documents required herein shall be forwarded to the Council and kept in a file that can be made available to all parties to this suit through their counsel.

C. **Market Rent**: The receiver shall immediately establish upon appointment a schedule of market rents for the property. All defendant owners shall lease or release at an amount no less than the market rents as established by the receiver. Rent must be paid in a form that is documentable. Proof of payment of the monthly rent shall be copied and given to the Council for filing and kept in a file that can be made available to all parties to this suit through their counsel.

D. **Water Usage**: All defendant owners shall be required to charge their tenants a fee per unit, adjusted by number of bedrooms, as determined by the receiver for water use. Payment of the monthly water fee by the tenant must be by check or other documented form. A copy of the check or other written proof of payment of the monthly water fee must be kept by the Council and made available to all parties to this suit through their counsel.

5. **Council By-Laws**: Follow all the Council By-Laws, including requiring that three unrelated people be appointed to the Council's Board of Directors. The meeting of the Board of Directors shall be monthly or as needed as determined by the receiver. If there is a vacancy on the Board of Directors, the position must be filled by the Council of Co-Owners within two weeks after the next meeting of the Board of Directors.

6. **Gang Deterrence**: Inform security staff as soon as possible when they see gang activity, including gang members, lingering around the Property. Also inform security staff when they observe graffiti at the Property. Remove all graffiti from all areas of the Property within 24 hours of the first observation of the graffiti.

7. **Lighting**: Inspect the Property for any burnt out or missing lights, and any damaged or missing light fixtures and repair or replace them immediately, and to install and use lighting on the property to eliminate dark spaces in areas, including, but not limited to, parking lots,

courtyards, trash receptacle areas, mailrooms, laundry rooms, and walkways; and illuminate building numbers.

8. **Fencing**: Maintain the 8-foot entrance gate at the Property so that it is operable and restricts entry into the Property for owners, and residents, or their guests only. Post No Trespassing signs throughout the property and have security enforce these provisions by contacting law enforcement when non-renters are on the property.

9. **Board up vacant units, broken windows and remove abandoned vehicles**: Within one week of vacancy, board up any vacant condominium units with broken windows or broken doors on the Property so those units do not cause a safety hazard to residents and so that vagrants or animals do not enter, and remove abandoned or junked vehicles that are inoperable or being dismantled for parts. Defendants who have units that are boarded up under this provision do so only on a temporary basis. Defendants have three months from time of vacancy to make permanent repairs to the unit.

10. **Name Change**: Within 90 days of the signing of this Agreed Judgment and Injunction by the Court, the defendants shall legally change of the name of the condominium complex at 7400 Bissonnet as displayed to the public and on lease agreements.

11. **Abandoned Units**: At the Conclusion of the Receivership, the Le Promenade Council of Co-owners are authorized to secure and lease abandoned units and offset costs.

12. The provisions of this Agreed Judgment and Injunction shall be in place for five years from the date this Agreed Judgment and Injunction is signed by the Court. Any provision that requires a decision by the Receiver after the receiver's term is over, will be decided by the Le Promenade Board of Directors.

VI. GENERAL PROVISIONS

6.1 This Judgment may be executed in multiple parts, which together shall constitute a single original instrument. Any executed signature page to this Judgment may be transmitted by facsimile transmission or email to the other Parties, which shall constitute an original signature for all purposes.

6.2 The plaintiff shall be allowed such writs and processes as may be needed for the enforcement of this Judgment. The defendants who have signed this Final Judgment and Injunction below waive service of the writ of Injunction.

6.3 This Judgment shall not be construed in any way to relieve the defendants, or their agents or contractors, from the obligation to comply with any federal, state, or local law.

6.4 There is no finding by the Court that there is either a common or public nuisance for the purpose of Section 125.002 (e) of the Texas Civil Practice and Remedies Code (titled "Suit to Abate Common Nuisance; Bond")

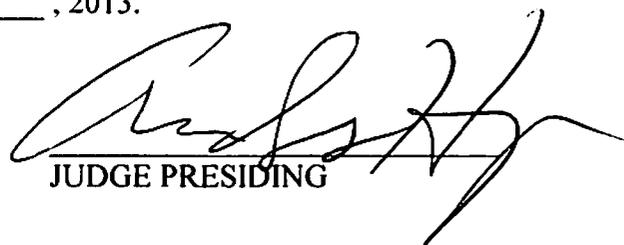
6.5 Each of the undersigned representatives of a party to this Judgment certifies that it is fully authorized to enter into the terms and conditions of the Judgment and to legally execute and bind that party to this Judgment.

6.6 The Parties waive any appeal from this Judgment.

6.7 All relief not specifically granted herein is denied.

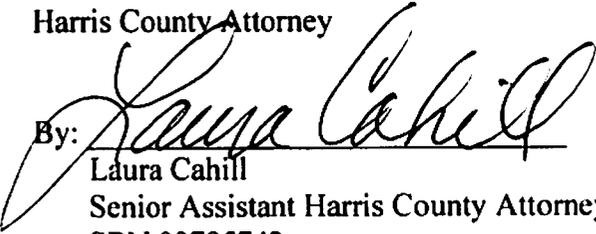
6.8 This Judgment disposes of all Parties and all claims.

Signed this 26th day of March, 2013.


JUDGE PRESIDING

APPROVED AS TO FORM

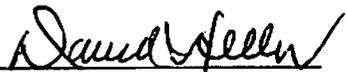
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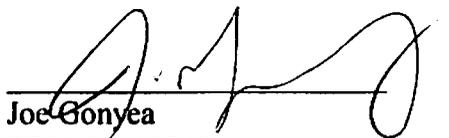
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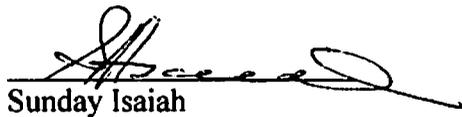
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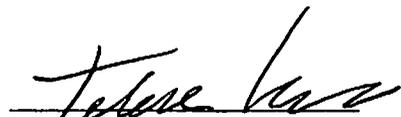
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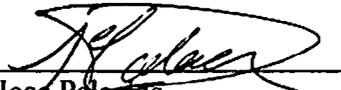
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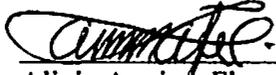


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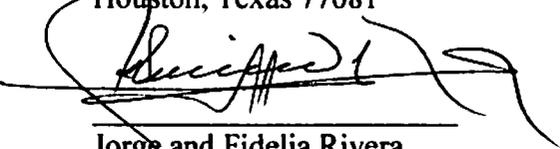


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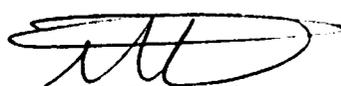

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