

A LITTLE HISTORY

IN APPARENTLY EVERY INSTANCE WHERE A LEGAL ACTION WAS TAKEN TO ENFORCE ESTABLISHED DEED RESTRICTIONS, HIDE-A-WAY LAKE CLUB, INC. HAS OPPOSED ENFORCEMENT WITH THEIR FULL LEGAL FORCE. IT SEEMS TO ME THEY ARE NOT YOUR FRIEND.

THE ALLEGED DEBT MENTIONED HAS **TIME RUN**, AS TEN YEARS HAVE PASSED RENDERING ANY ALLEGED DEBT MUTE.

1. Lanty, Pat Wylie and others filed a Lawsuit in Smith County, Texas to enforce HAWL's Deed Restrictions. A successful outcome would prevent a Secular School in HAWL. The Law Suit was successful and a document was entered into Smith County Records to that effect. (q.v.) A secular school was agreed to never to be operated on HAWL Church Property.
By this legal action to defend deed restrictions, we were accused of hating the church. HAWL OPPOSED THIS LAW SUIT as the President of HAWL's Board was also President of the Church Board, at that time. (You can't make this stuff up.)
2. August 2008 the Wylie's filed a lawsuit against HAWL for leasing spillway property to a non-member, the church. The church then **demand**ed to be brought into the lawsuit and by law they were entered into the legal action.
3. The total legal bill for the church to pay plaintiffs for the Church School fiasco was about \$27,000.00 Thanks to several members of HAWL that contributed to Legal Expenses the Wylie cash outlay was \$17, 056.24 which we never got back. As the church plead poverty, we settled for \$2,500 from the Church to help pay legal expense.
4. Another attempt by the church to apparently violate HAWL's Deed Restrictions. February 2003 Richard Beene sent a letter to HAWL stating the Church was interested in purchasing the Spillway. Any sale of HAWL property to a non-members would be a violation of Deed Restrictions. The price offered was \$10,000.00, even though HAWL's General Manager stated in a Board Briefing paper that the Spillway was worth in excess of \$100,000.00. Just goes to show the church is really looking out for HAWL.
5. Due to Deed Violation, Commercial Parking, Lights, Construction and Noise behind my home, in 2006 the Smith County Appraisal District lowered the Wylie's property value \$21,600.00 and 5% per year of valuation. HAWL's BOD did NOTHING, HAWL BOD has done nothing in this regard. The Church or HAWL has never commented on this apparent assault on a member's property.
6. ANY WAY, I AM ATTACHING A LETTER FROM HIDEAWAY COMMUNITY CHURCH TO SHOW THEIR LAST COMMUNICATIONS WITH THE WYLIE'S.
START THE INQUISITION



HIDEAWAY LAKE COMMUNITY CHURCH

October 25, 2021

Mr. and Mrs. Lanty Wiley
1519 Tanglewood Dr. East
Hideaway, TX 75771

Mr. and Mrs. Wiley,

I am the Trustee over Finance for the Hideaway Community Church. As you are aware, the Church was granted a judgment against you on June 5, 2012, as result of a finding in our favor when you sued the Church.

The judgment was solely to cover the attorneys' fees the Church expended in defending against your lawsuit. The judgment was in the amount of \$85,123.59, plus interest of 5.0% per annum until paid. The judgment, including interest, now totals well over \$120,000.00.

According to our records, you have taken no action to satisfy this judgment over the last 9 years. According to Texas law, to maintain the judgment we must renew it every ten years. We intend to renew the judgment early next year to meet that requirement.

The process of renewing the judgment involves obtaining a writ of execution from the District Clerk, which is then served by a Deputy Sheriff. Obviously, this process is a matter of public record, and the service of the writ of execution may well be conducted in a very public manner.

The Church's purpose in authorizing me to write this letter is to offer you an opportunity to settle this judgment without going through the process described above. We are willing to negotiate the interest amounts accumulated. Our primary interest is to recover the out-of-pocket costs we incurred in defending the lawsuit that you filed against us, which costs were awarded by the Court when you did not prevail in your lawsuit.

I am sending this certified mail to be sure you have received our offer and have had the opportunity to consider it to resolve this matter. If we do not hear from you within 30 days of this letter, we will proceed with the renewal of the judgment as described above.

Sincerely,

Omer Adams
Trustee of Finance

SENT BY CERTIFIED MAIL # _____
RETURN RECEIPT REQUESTED

SENT ALSO BY REGULAR MAIL
U.S.P.S. FIRST CLASS, POSTAGE PREPAID
"RETURN SERVICE REQUESTED"

HIDEAWAY LAKE COMMUNITY CHURCH • 1115 LAKE CROSS ROAD • HIDEAWAY • TEXAS • 75771 • 903/882-6966

hideawaychurch.com