

NO. _____

_____ X IN THE COUNTY COURT

VS. X AT LAW OF

_____ X WALLER COUNTY, TEXAS

DOCKET CONTROL ORDER

_____ NEW PARTIES shall be joined and served by this date. The party causing such joinder will provide copies of this order to the new parties.

_____ INVENTORIES AND/OR FINANCIAL INFORMATION to be filed, and exchanged by this date.

_____ EXPERTS for all plaintiffs shall be designated by this date. Experts for all other parties shall be designated 30 days after this. No additional experts will be permitted to testify except for good cause shown.

_____ AMENDMENTS to pleadings shall be filed by this date.

_____ ALL PRE-TRIAL MOTIONS to be filed by this date.

_____ DISCOVERY shall be completed by this date. Counsel may by agreement continue discovery beyond this deadline: such continued discovery, however, will not delay the trial date.

_____ JURY REQUEST 30 days. NOTE: MEDIATION IS REQUIRED PRIOR TO JURY TRIAL UNLESS A WAIVER HAS BEEN OBTAINED FROM THE COURT.

_____ PRE-TRIAL CONFERENCE will be held at 9:00 o'clock a.m. Trial counsel are ordered to attend and be prepared to discuss all aspects of this suit and trial. **MEDIATION MUST BE COMPLETED PRIOR TO THIS DATE. THERE WILL NEED TO BE PROOF IN THE FILE THAT MEDIATION HAS BEEN ATTEMPTED OR A WRITTEN WAIVER FROM THE COURT.**

_____ TRIAL is set for this date at 9:00 o'clock a.m.

Signed this the _____ day of _____, 20__.

 JUDGE CAROL CHANEY
 400 Sheriff R. Glenn Smith Dr.
 Hempstead, TX. 77445
 979/826-7762 / 979/826-7763

NO. _____

_____ § IN THE COUNTY COURT

VS § AT LAW OF

_____ § WALLER COUNTY, TEXAS

EXPEDITED DOCKET CONTROL ORDER

_____ NEW PARTIES shall be joined and served by this date. The party causing such joinder will provide copies of this order to the new parties.

_____ EXPERTS for all plaintiffs shall be designated by this date. Experts for all other parties shall be designated 30 days after this. No additional experts will be permitted to testify except for good cause shown.

DISCOVERY shall be completed 180 days after the first request for discovery is served.

_____ AMENDMENTS to pleadings shall be filed by this date.

_____ JURY REQUEST 30 days.

NOTE: 1/2 day mediation is required prior to Jury Trial unless a waiver has been obtained from the court.

_____ ALL PRE-TRIAL MOTIONS to be filed by this date.

_____ PRE-TRIAL CONFERENCE will be held at 9:00 o'clock a.m. Trial counsel are ordered to attend and be prepared to discuss all aspects of this suite and trial.

MEDIATION MUST BE COMPLETED PRIOR TO THIS DATE.

_____ TRIAL is set for this date at 9:00 o'clock a.m. or if requested by either party, within 90 days of conclusion of discovery.

Signed this the _____ day of _____, 20_____.

JUDGE CAROL CHANEY
 400 Sheriff R. Glenn Smith Dr.
 Hempstead, TX. 77445
 979/826-7762 | 979/826-7763

Cause Number _____

_____ * IN THE COUNTY COURT
 _____ * AT LAW OF
 _____ * WALLER COUNTY, TEXAS

SETTING REQUEST

Type of Setting: _____

Estimated time required for all sides: _____

(Note: Estimated time will not be exceeded – if you underestimate time, your case will be re-set for completion).

If opposing counsel disagrees with time estimates, written objection must be delivered to the Court coordinator within five (5) days from date below. Time will be equally divided between all sides.

Requesting Attorney:	Opposing Counsel:
Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____

Available trial dates (to be completed by Court Coordinator):

First: _____

Second: _____

Third: _____

List in order of preference (the dates supplied by the coordinator):

First: _____

Second: _____

Third: _____

Date _____ Attorney Signature _____

Date _____ Attorney Signature _____

MEDIATION HAS BEEN COMPLETED OR WE HAVE RECEIVED PERMISSION OF THE COURT TO PROCEED WITHOUT MEDIATION.

Certificate of Service, Certificate of Completion of Discovery & Certificate of Conference, Certificate of Mediation or signed waiver must be included.

Note: Uncontested divorces, Adoptions, Name Changes, Occupational Drivers License, Probates, TRO and other uncontested settings do not require the use of this form and should be requested by calling Yesenia Pinon at 979-826-7762.

NOTICE: This form is to be completed and a copy furnished to opposing counsel and to the Clerk of the Court prior to the hearing. All columns must be totaled. Provide past 2 years IRS returns and 2 most recent payroll stubs and if none, provide W-2 forms.

FINANCIAL INFORMATION STATEMENT

NO. _____ District Court.

PETITIONER

RESPONDENT

ATTORNEY

ATTORNEY

1. Date of Marriage: _____ Date of Separation: _____

2. Ages of Children: () () () () () () () () ()

3. GROSS MONTHLY RESOURCES: WIFE HUSBAND

Wages/Salary	\$ _____	
Overtime	_____	
Bonus	_____	
Commissions/Tips	_____	
Interest on Savings	_____	
Dividends	_____	
Royalty Income	_____	
Trust Income	_____	
Net Rental Income	_____	
Retirement/Pension Income	_____	
Annuities	_____	
Capital Gains	_____	
Social Security Benefits	_____	
Unemployment Benefits	_____	
Disability/Workman's Comp.	_____	
Interest on Notes	_____	
Accounts Receivable	_____	
Spousal Support/Alimony	_____	
Other Income	_____	
TOTAL RESOURCES:	\$ _____	\$ _____

4. DEDUCTIONS:

Withholding Tax	(\$ _____)	(\$ _____)
FICA	(_____)	(_____)
Retirement	(_____)	(_____)
Union Dues	(_____)	(_____)
Health Insurance	(_____)	(_____)
Health Insurance for Children	(_____)	(_____)
Miscellaneous	(_____)	(_____)
TOTAL DEDUCTIONS:	(\$ _____)	(\$ _____)

5. NET MONTHLY INCOME: \$ _____ \$ _____

6. EMPLOYMENT:

WIFE _____

HUSBAND _____

WIFE IS PAID EVERY: week two weeks bimonthly month
 HUSBAND IS PAID EVERY: week two weeks bimonthly month

Date Next Check Is Received: WIFE _____ HUSBAND _____

7. QUICK ASSETS:

Cash/Undeposited Checks	\$ _____	\$ _____
Financial Institutions	_____	_____
Stocks/Bonds	_____	_____
Other	_____	_____

I can borrow \$ _____ on my signature.

8. NECESSARY MONTHLY EXPENSES:

House Payment/Rent \$ _____
 Utilities _____
 Food _____
 Doctor/Dentist/etc. _____
 Insurance Payment _____
 Car Payments _____
 Gas/Oil/Parking _____
 Car Maintenance _____
 Child Care/School _____
 Tuition _____
 Lunches/Supplies _____
 Haircuts _____
 SUBTOTAL: \$ _____

SUBTOTAL FORWARD _____ \$
 Clothing _____
 Cleaning/Laundry _____
 Legal Fees _____
 Gifts _____
 Church Support _____
 Entertainment/Activities
 for children _____
 Miscellaneous: _____

 TOTAL: \$ _____

9. DEBTS (OTHER THAN LISTED IN NUMBER 8 ABOVE):

	<u>AMOUNT</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____

MONTHLY PAYMENT

\$ _____

 \$ _____ + \$ _____
 \$ _____

TOTAL MONTHLY:

10. GRAND TOTAL MONTHLY EXPENSES:

11. (ANSWER ONLY IF YOU ANTICIPATE RECEIVING SUPPORT) I feel that the following sums are reasonably necessary or within the ability of my spouse to pay, and it will be fair and equitable to require the following:

	<u>EACH PAY PERIOD</u>	<u>MONTHLY</u>
a. For temporary alimony	\$ _____	\$ _____
b. For child support	+ _____	+ _____
12. Total lines 11a and 11b	\$ _____	\$ _____
13. Payee's Net Resources	+ _____	+ _____
14. Total lines 12 and 13	\$ _____	\$ _____
15. Payor's Net Income	\$ _____	\$ _____
16. Less Alimony and Support (line 12)	(_____)	(_____)
17. Net Payor after deduction of child support and alimony	\$ _____	\$ _____

18. (ANSWER ONLY IF YOU ANTICIPATE PAYING SUPPORT) I feel that a reasonable sum for me to pay weekly or monthly would be:

a. For temporary alimony	\$ _____	\$ _____
b. For child support	+ _____	+ _____
19. Total lines 18a and 18b	\$ _____	\$ _____

DATE: _____

 WIFE'S SIGNATURE

DATE: _____

 HUSBAND'S SIGNATURE

**WALLER COUNTY COURT AT LAW
STANDING RESTRAINING ORDER
REGARDING CHILDREN, PROPERTY
AND CONDUCT OF THE PARTIES**

No party to this lawsuit has requested this order. Rather, this order is a standing order of the Waller County Court at Law that applies in every divorce suit, every suit affecting the parent-child relationship and any modification suit filed in Waller County. The County Court at Law has adopted this order because the parties and their children should be protected and their property preserved while the lawsuit is pending before the court. Therefore, it is **ORDERED**:

1. **NO DISRUPTION OF CHILDREN.** Both parties are **ORDERED** to refrain from doing the following acts concerning any child who is the subject of this case:
 - 1.1 Removing a child from the State of Texas for the purpose of changing the child's residence, acting directly or in concert with others, without the written agreement of both parties or an order of this Court.
 - 1.2 Disrupting or withdrawing a child from the school or day-care facility where the child is presently enrolled, without the written agreement of both parents or an order of this Court.
 - 1.3 Hiding or secreting a child from the other parent or changing a child's current place of abode, without the written agreement of both parents or an order of this Court.
 - 1.4 Disturbing the peace of a child.
 - 1.5 Making disparaging remarks about each other or the other party's family members, to include but not limited to the child's grandparents, aunts, uncles, or stepparents.
 - 1.6 Discussing with a child, or with any other person in the presence of a child, any litigation related to a child or the other party.
 - 1.7 If this is an original divorce action, allowing any unrelated adult to remain overnight in the home while in possession of a child. Overnight is defined as from 10:00 p.m. until 7:00 a.m.
 - 1.8 Consuming any illegal Controlled Substance (as that term is defined in the Texas Controlled Substance Act) twelve (12) hours prior to and during the party's possession of the child.
 - 1.9 Intentionally, knowingly, or recklessly causing bodily injury to the other party or to a child of both/either party.

2. **CONDUCT OF THE PARTIES DURING THE CASE.** Both parties are **ORDERED** to refrain from doing the following acts:
 - 2.1 Using vulgar, profane, obscene, or indecent language, or a coarse or offensive manner, to communicate with the other party, whether in person, by telephone or another electronic voice transmission, video chat, in writing, text, or any other electronic messaging.
 - 2.2 Threatening the other party in person or in any other manner, including by telephone, electronic voice transmission, video chat, in writing, text, or any other electronic messaging, to take unlawful action against any person.
 - 2.3 Placing one or more telephone calls, at an unreasonable hour, in an offensive or repetitious manner or without a legitimate purpose of communication, or anonymously.

- 2.4 Opening or diverting mail, e-mail or any other electronic communication addressed to the other party.
- 2.5 Using any password or personal identification number to gain access to the other party's e-mail account, bank account, social media account, or any other electronic account.
- 2.6 Illegally intercepting or recording the other party's electronic or telephonic communications.
- 2.7 Posting any information regarding the other party on any social media sites.
- 2.8 Excluding the other party from the use and enjoyment of the parties' residence.
- 2.9 Intentionally, knowingly, or recklessly causing bodily injury to the other party.
- 2.10 Threatening the other party with imminent bodily injury.

3. PRESERVATION OF PROPERTY AND USE OF FUNDS DURING DIVORCE CASE. These orders apply to electronic records and electronically stored information, regardless of whether the information is stored on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 3.1 Destroying, removing, concealing, encumbering, transferring, or otherwise harming or reducing the value of the property of one or both of the parties.
- 3.2 Misrepresenting or refusing to disclose to the other party or to the Court, on proper request, the existence, amount, or location of any tangible or intellectual property of one or both of the parties.
- 3.3 Damaging or destroying the tangible or intellectual property of one or both of the parties, including any document that represents or embodies anything of value.
- 3.4 Tampering with the tangible or intellectual property of one or both of the parties, including any document that represents or embodies anything of value, and causing pecuniary loss or substantial inconvenience to the other party.
- 3.5 Selling, transferring, assigning, mortgaging, encumbering, or in any other manner alienating any of the property of either party, whether personal property, real estate property, or intellectual property and whether separate property or community property, except as specifically authorized by this order.
- 3.6 Incurring any debt, other than legal expenses in connection with this suit, except as specifically authorized by this order.
- 3.7 Making withdrawals from any checking or savings account in any financial institution for any purpose, except as specifically authorized by this order.
- 3.8 Spending any sum of cash in either party's possession or subject to either party's control for any purpose, except as specifically authorized by this order.
- 3.9 Withdrawing or borrowing in any manner for any purpose from any retirement, profit-sharing, pension, death, or other employee benefit plan, employee savings plan, individual retirement account or Keogh account of either party, except as specifically authorized by this order.
- 3.10 Signing or endorsing the other party's name on any negotiable instrument, check or draft, including a tax refund, insurance payment and dividend, or attempting to negotiate any negotiable instrument payable to the other party without the personal signature of the other party.
- 3.11 Taking any action to terminate or limit credit or charge cards in the name of the other party.
- 3.12 Entering, operating, or exercising control over the motor vehicle in the possession of the other party.
- 3.13 Discontinuing, reducing or altering the withholding for federal income taxes from either party's wages or salary while this suit is pending.

- 3.14 Terminating or in any manner affecting the service of water, electricity, gas, telephone, internet, cable television, or any other contractual service, such as security, pest control, landscaping, or yard maintenance at the other party's residence, or in any manner attempting to withdraw any deposit paid in connection with such services.
- 3.15 Withdrawing, transferring, assigning, encumbering, selling, or in any other manner alienating any funds or assets held in any brokerage account, mutual fund account, or investment account by one or both parties, regardless of whether the funds or assets are community or separate property and whether the accounts are self-managed or managed by a third party, except as specifically authorized in this order.

4. PERSONAL AND BUSINESS RECORDS IN DIVORCE CASE. These orders apply to paper records as well as electronic records on a hard drive, in a removable storage device, in cloud storage, or in another electronic storage medium. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 4.1 Concealing or destroying any family records, property records, financial records, business records or any records of income, debts, or other obligations.
- 4.2 Falsifying any writing or record relating to the property of either party.
- 4.3 Entering any safe deposit box in the name of or subject to the control of the parties or either party, whether individually or jointly with another.
- 4.4 Destroying, disposing of, or altering any financial records of the parties, including a canceled check, a deposit slip, any other record from a financial institution, a record of credit purchases or cash advances, a tax return, or a financial statement;
- 4.5 Destroying, disposing of, or altering any e-mail, text message, video message, chat message or other electronic information relevant to the subject matter of this suit.
- 4.6 Modifying, changing, or altering the native format or metadata of any electronic information relevant to the subject matter of this suit.
- 4.7 Deleting any data or content from any social network profile used or created by either party or a child of the parties.

5. INSURANCE IN DIVORCE CASE. If this is a divorce case, both parties to the marriage are ORDERED to refrain from doing the following acts:

- 5.1 Withdrawing or borrowing in any manner all or any part of the cash surrender value of a life insurance policy on the life of either party or a child of the parties, except as specifically authorized by this order.
- 5.2 Changing or in any manner altering the beneficiary designation on any life insurance on the life of either party or a child of the parties.
- 5.3 Canceling, altering, failing to renew or pay premiums on, or in any manner affecting the level of coverage that existed at the time this suit was filed, of any life, casualty, automobile, or health insurance policy insuring the parties' property or persons including a child of the parties.

6. SPECIFIC AUTHORIZATIONS IN DIVORCE CASE. If this is a divorce case, both parties to the marriage are specifically authorized to do the following:

- 6.1 To engage in acts reasonable and necessary to conduct each party's usual business and occupation.
- 6.2 To make expenditures and incur indebtedness for reasonable attorney's fees and expenses in connection with this suit.

- 6.3 To make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation and medical care.
- 6.4 To make withdrawals from accounts in financial institutions only for the purposes authorized by this order.

For purposes of this order, "personal property" includes, but is not limited to, the following:

- a. Cash, checks, traveler's checks, and money orders;
- b. Funds on deposit in financial accounts with commercial banks, savings banks, and credit unions;
- c. Funds and assets held in brokerage, mutual fund, and other investment accounts;
- d. Publicly traded stocks, bonds, and other securities;
- e. Stock options and restricted stock units;
- f. Bonuses;
- g. Closely held business interests;
- h. Retirement benefits and accounts;
- i. Deferred compensation benefits;
- j. Insurance policies, annuities, and health savings accounts;
- k. Motor vehicles, boats, airplanes, cycles, mobile homes, trailers, and recreational vehicles;
- l. Money owed to one or both parties, including notes and expected income tax refunds;
- m. Household furniture, furnishings, and fixtures;
- n. Electronics and computers;
- o. Antiques, artwork, and collections;
- p. Sporting goods and firearms;
- q. Jewelry and other personal items;
- r. Pets and livestock;
- s. Club memberships;
- t. Travel award benefits and other award accounts;
- u. Crops, farm equipment, construction equipment, tools, leases, cemetery lots, gold or silver coins not part of a collection, tax overpayments, loss carry-forward deductions, lottery tickets/winnings, stadium bonds, stadium seat licenses, seat options, season tickets, ranch brands, and business names;
- v. Digital assets such as e-mail addresses, social network accounts, Web sites, domain names, digital media such as pictures, music, e-books, movies, and videos, blogs, reward points, digital storefronts, artwork, and data storage accounts;
- w. Virtual assets such as virtual pets, avatars, accessories for virtual characters, virtual prizes, virtual real estate, and virtual currency;
- x. Safe-deposit boxes and their contents;
- y. Storage facilities and their contents; and
- z. Contingent assets.

7. **PARENT EDUCATION.** The parties are additionally ORDERED to complete the KIDS FIRST program through FAMILY TIES (936-931-2299) prior to final orders. **THE PARTIES MUST ATTEND THE SAME PROGRAM** (Not the same class/session of the program but the same provider of the program). If the youngest child is over the age of 16, you can ask the court to waive this requirement.

8. **SERVICE AND APPLICATION OF THIS ORDER.**


The Petitioner shall attach a copy of this order to the original petition and to each copy of the petition. At the time the petition is filed, if the Petitioner has

failed to attach a copy of this order to the original petition and any copy of the petition, the Clerk shall ensure that a copy of this order is attached to the petition and every copy of the petition presented.

This order is effective upon the filing of the original petition and shall remain in full force and effect until the final order is entered in this case or the case is dismissed. This entire order will terminate and will no longer be effective when the court signs a final order or the case is dismissed.

9. **EFFECT OF OTHER COURT ORDERS.** If any part of this order is different from any part of a protective order that has already been entered or is later entered, the protective order provisions prevail. Any part of this order not changed by some later order remains in full force and effect until the court signs a final order or this case is dismissed.
10. **PARTIES ENCOURAGED TO MEDIATE.** The parties are encouraged to settle their disputes amicably without court intervention. The parties are encouraged to use alternative dispute methods, such as mediation, to resolve the conflicts that may arise in this lawsuit.

THIS WALLER COUNTY COURT AT LAW STANDING RESTRAINING ORDER REGARDING CHILDREN, PROPERTY AND CONDUCT OF THE PARTIES SHALL BECOME EFFECTIVE ON February 1, 2019.



CAROL CHANEY
Judge, Waller County Court at Law

Cause No. / No. de Causa _____

**COURT INSTRUCTIONS: GUARDIAN OF THE ESTATE
INSTRUCCIONES DE LA CORTE PARA EL GUARDIAN DE LA HEREDAD**

As a duly-appointed Guardian of the Estate, you are hereby advised by the Court that you **must** do the following: (All section references are to the Texas Estates Code unless otherwise indicated.)

Como El Guardián designado con la responsabilidad de la Heredad, La Corte se le notifica que usted **debe** hacer lo siguiente: (Todas las referencias a las secciones son del Código Estates de Texas [Texas Estates Code] a menos que hay otras indicaciones al contrario.)

**CAROL CHANEY, JUDGE/JUEZ
WALLER COUNTY COURT AT LAW
WALLER COUNTY, TEXAS**

**TRIBUNAL DE LEY DEL CONDADO
CONDADO DE WALLER, TEXAS**

I acknowledge receipt of a copy of these instructions.

I further acknowledge that I attended the Court's guardianship training class on _____, 20__.

Yo, guardián del sujeto de esta custodia, afirmo que he leído y entiendo lo anterior y he recibido una copia de estas instrucciones.

Yo reconozco que asiste la clase de entrenamineto el _____, 20__.

Name/Nombre: _____
Guardian/ Guardián Date/ Fecha

Name Printed/ Nombre en letra de molde

A. Fiduciary Responsibility: (§§ 1151ff) As a guardian, you are a **fiduciary**, a position of the highest trust and responsibility with respect to the ward, keeping all affairs confidential; maintaining accurate and complete financial records and ensuring that all dealings undertaken on behalf of the ward, such as the purchase of goods and services, are properly completed.

A. Responsabilidad Fiduciaria: (§§ 1151ff) Como guardián usted esta en una **posición fiduciaria**. Es una posición que lleva un alto grado de confianza y responsabilidad al sujeto de la custodia. Los deberes del guardián incluyen: mantener todos los asuntos confidenciales; mantener los archivos financieros en una forma completa y precisa; asegurar que todos los tratos hechos por parte del sujeto de la custodia como la compra de bienes y servicios, se completan en una forma apropiada.

Avoid **conflicts of interest** (and potential removal and personal liability) by: 1) **not** commingling your personal funds with the funds of the ward; 2) **not** borrowing money from or lending money to the ward; 3) **not** selling or encumbering real or personal property, or any interest therein, to yourself, a relative, friend or business acquaintance.

As a fiduciary, you and your bond surety may be held **liable** for any breach of your fiduciary duties. The requirements of the Estates Code are clear regarding your responsibilities.

B. Qualify as Guardian: Within twenty (20) days of receiving the order appointing you as guardian (§ 1105.002):

1. Take and file an *oath* (§ 1105.051);
2. File the required *bond*, (§ 1105.101), and
3. Obtain *Letters of Guardianship* from the probate clerk's office (§ 1106.001).

C. Limited Power of Guardian to Act Without Court Authority (§ 1151.103) Without prior authorization by the court, the guardian may only: 1. Purchase liability and property insurance; 2. Pay taxes, court costs, & bond premiums; 3. Release liens upon final payment; 4. Vote stocks; 5. Pay calls and assessments.

You are not authorized or empowered to do any other actions without **prior approval** of the court or **ratification** by the court upon your application. You and your bond surety can be held **liable** for failure to get court approval before taking action or spending estate money. If in doubt, ask your attorney.

D. Take Possession of all Property of the Ward Immediately upon receiving Letters of Guardianship, **collect and take possession of all personal property and business records of the estate.** (§ 1151.152) This may include, as necessary:

1. **Security** Change the locks on real property;

Para evitar **conflictos de interés** (y deposición

y riesgo personal potencial): 1) **no** se mezcla sus fondos personales con los fondos del sujeto de la custodia; 2) **no** pide prestado ni prestar dinero a el sujeto de la custodia; 3) **no** vende ni endeuda bienes o propiedad personal o cualquier interés similar a usted mismo, un pariente, un amigo o un conocido de negocios.

Con el poder fiduciario usted y su fianza pueden ser **responsables** por cualquier violación de sus deberes fiduciarios. Los requisitos del Código Testamentario son claros en cuanto a sus responsabilidades.

B. Calificarse como Guardián: Dentro de veinte (20) días de recibir la orden que le designa a usted como guardián usted debe (§ 1105.002):

1. *Juramentarse* y archivar el *juramento* (§ 1105.051);
2. Archivar la *fianza* designada, (§ 1105.101), y
3. Obtener *Cartas de Custodia* de la oficina de la secretaria del juzgado (§ 1106.001).

C. El Poder del Guardián Limitado para Actuar sin Autoridad de la Corte (§ 1151.103) Sin autorización previo de la corte el guardián solo puede: 1. Comprar seguro de riesgo y de propiedad; 2. Pagar impuestos, costos de corte y primas de fianza; 3. Liberar deudas al hacer el pago; 4. Votar acciones; 5. Visitar y opinar sobre el sujeto de la custodia.

Cualquier otra acción del guardián debe ser con la **autorización previa** de la corte o ser **ratificado** por la corte. Usted y su fianza pueden ser responsables por la falta de conseguir aprobación de la corte antes de actuar o gastar el dinero de la heredad. Si usted tiene dudas pregúntale a su abogado.

D. Poseer Toda La Propiedad del sujeto de la custodia inmediatamente después de recibir Cartas de la Custodia, **reunir y poseer toda la propiedad personal y documentos de negocio de la heredad.** (§ 1151.152) Este puede incluir cuando sea necesario:

1. **Seguridad** Cambie las cerraduras en los bienes;

2. **Storage** Place non-perishable personal property in insured storage;

3. **Perishable Property** Obtain permission to sell perishable personal property (§ 1158.051) after the Inventory has been filed and approved;

4. **Accounts and Investments** Set up appropriate accounts for the Guardianship funds. (All Guardianship funds must be deposited in insured accounts in the name of the Guardianship. Retain in a checking account only such funds reasonably necessary for the current support and maintenance of the Ward. You are required to invest all additional funds in insured, interest-bearing accounts. *(Do not commingle Social Security Benefits with other estate accounts and non-probate assets. you need only to account to the Social Security Administration for the use of these funds);*

5. **Cancel Credit Cards** issued in the Ward's name and send written notice to credit reporting agencies that the Ward has been declared incapacitated and will not be making any loans or accepting "pre-approved" credit cards.

E. Manage the Property of the Ward as a "prudent person would manage one's own property." (§ 1151.151)

1. **Spending Money** - Obtain a written order of this Court authorizing any expenditure of Guardianship funds before any such expenditure is made. Get an order for a monthly allowance for the maintenance and support of the Ward. (§ 1156.001)

2. **Expenditures for Support** - A parent of a minor ward has a legal duty to support the child from his own resources. Absent a showing that the parent is unable to support the child, the parent has no authority as guardian to invade either the income or corpus of the child's estate. (§ 1156.051)

3. **Sales and Leases** - Obtain a written order of this Court before attempting to sell, lease, transfer or otherwise dispose of any non-cash asset of the Guardianship;

2. **Almacenaje** Ponga propiedad personal no

corruptible en almacenaje asegurado;

3. **Propiedad Corruptible** Obtenga permiso para vender propiedad personal corruptible (§ 1158.051) después de que el inventario ha sido archivado y aprobado;

4. **Cuentas e Inversiones** Establezca cuentas apropiadas para los fondos de la Custodia. (Todos los fondos de la Custodia deben ser depositados in cuentas aseguradas con el nombre de la Custodia. Retenga en una cuenta de cheques solamente los fondos necesarios para el apoyo y mantenimiento actual del sujeto de la custodia. Debe invertir todos los fondos adicionales en cuentas aseguradas que ganan interés. *(No se mezcla los beneficios de Seguridad Social con otras cuentas de la heredad y posesiones no testamentarias. Su responsabilidad es a la Administración de Seguro Social para el uso de estos fondos);*

5. **Cancela Tarjetas de Crédito** distribuidas con el nombre del sujeto de la custodia. Envíe notificación escrita a las agencias de reportaje de crédito que ha sido declarado que el sujeto de la custodia esta incapacitado y no pedirá prestamos ni aceptara tarjetas de crédito "pre-aprobadas."

E. Administra la Propiedad del sujeto de la custodia en la misma manera que "una persona prudente administraría su propia propiedad." (§ 1151.151)

1. **Desembolsar Dinero** - Obtenga una orden escrita de esta Corte autorizando cualquier desembolso de fondos de la Custodia antes de realizar tal desembolso. Obtenga una orden para la concesión mensual para el mantenimiento y apoyo del sujeto de la Custodia. (§ 1156.001)

2. **Desembolsos de Apoyo** - Un padre de un sujeto de la custodia menor de edad tiene el deber legal para apoyar el menor de los recursos del padre. El padre no tiene la autoridad como guardián para invadir a los ingresos o el valor principal de la heredad del menor a menos que el padre muestra que no es capaz de apoyar al menor. (§ 1156.051)

3. **Venta y Contratos de Arrendamiento** - Obtenga una orden escrita de esta Corte antes de intentar vender, arrendar, transferir o disponer de cualquier posesión no al contado de la Custodia.;

4. Insurance - Obtain adequate health for the ward, if possible; obtain adequate property insurance on all non-cash assets and, when funds are available, make appropriate funeral and burial arrangements.

5. Collect all debts, rentals, or claims due to the ward, and, if necessary, with court permission, litigate on behalf of the ward;

6. Creditor's Claims must be very carefully handled. Consult your attorney. Your improper approval of a claim or your failure to timely act on a claim can result in your personal liability.

7. Loans Under certain circumstances, the court may authorize a guardian to mortgage or pledge estate property as security on a loan: (§ 1161.051) or sale of estate property (§ 1158)

8. Gifts The guardian has no authority to make a gift, absent specific authorization

F. Filing an Inventory Within 30 days after qualification, the guardian must file a sworn inventory, appraisal and list of claims due the estate of the ward. (§ 1154.001)

G. Notice to Creditors Within one month after qualification, the guardian (through an attorney) must publish a notice to creditors in a newspaper of general circulation in the county and file a copy of the notice and the publisher's affidavit. (§ 1153.001) Within four months after qualification, the guardian must give notice by certified or registered mail, return receipt requested, to all secured creditors (§ 1153.003) and any general claimants if the guardian has actual knowledge of the debt or claim.

H. Accountings

1. Maintain an accurate record of all expenditures and receipts of Guardianship funds;

4. Seguro - Obtenga seguro de salud adecuado

para el sujeto de la custodia cuando posible; obtenga seguro de propiedad adecuado en todas las posesiones no al contado y realiza planes apropiados para el funeral y entierro cuando los fondos estén disponibles.

5. Cobra todas las deudas, alquileres, o peticiones que se debe pagar al sujeto de la custodia y cuando es necesario litiga por parte del sujeto de la custodia con permiso de la corte.;

6. Peticiones de Acreedores se debe manejar con mucho cuidado. Consulte a su abogado. Su aprobación no apropiada de la petición o su falta de actuar a tiempo con una petición puede resultar en su responsabilidad personal.

7. Prestamos En ciertas circunstancias la corte puede autorizar una guardián para hipotecar o comprometer propiedad de la heredad como fianza de una persona: (§ 1161.051) o venta de la propiedad de la heredad (§ 1158)

8. Donaciones El guardián no tiene la autoridad para hacer una donación sin autorización específica.

F. Registrar un Inventario Dentro de 30 días de calificar, el guardián debe registrar un inventario, valoración y una lista de las peticiones que se deben entregar a la heredad del sujeto de la custodia bajo juramento. (§ 1154.001)

G. Notificación a Acreedores Dentro de un mes de calificar el guardián (a través de un abogado) debe publicar una notificación a los acreedores en un periódico de circulación general en el condado y registrar una copia de la notificación y la declaración del editor. (§ 1153.001) Dentro de cuatro meses después de calificar el guardián debe dar una notificación por correo certificado o registrado y pedir el regreso del recibo de todos los acreedores asegurados (§ 1153.003) y cualquier otra persona con quien el sujeto de la custodia tiene una deuda y tiene conocimiento actual de la deuda.

H. Contabilidad

1. Mantenga un archivo preciso de todos los desembolsos y recibos de los fondos de la Custodia;

2. Within 60 days of the anniversary of your qualification, file your Annual Account in the form prescribed by the Court.

WARNING: Your Letters of Guardianship will EXPIRE one year and four months after the date of issuance unless they are renewed. The Probate Clerk cannot renew the letters until you have filed the required annual account for the guardian of the estate (§ 1106.002, 1106.003(b)).

3. File your Final Account when the Guardianship is ready to be closed due to the death of the Ward, the Ward regaining capacity or (if Guardian of a Minor) the Ward reaches 18 years of age;

I. Address Changes - Notify the Court at once if your address or the address of the Ward changes. Failure to do so is a cause for your removal. (§ 1203.051)

J. Attorney's Fees - Attorney's fees and expenses may be paid upon application and order, as any other expenditure, subject to the guidelines of the court for billing procedures

K. Questions? Consult with your attorney (not the Court) on any matter regarding this Guardianship that you do not understand.

2. Dentro de 60 días del aniversario de su calificación registre su Contabilidad Anual en la forma designada por la Corte.

AVISO: Sus Cartas de Custodia SE VENCERAN en un año y cuatro meses después de la fecha de emisión a menos que sean renovadas. La Secretaria de la Corte Testamentaria no puede renovar las cartas hasta que usted ha registrado la contabilidad anual designada para el guardián de la heredad (§ 1106.002, 1106.003(b)).

3. Registre su Contabilidad Final cuando La Custodia este lista para cerrar debido a la muerte del sujeto de la custodia, cuando el sujeto de la custodia recobra la capacidad o (si El Guardián de un Menor) el sujeto de la custodia cumpla 18 años;

I. Cambios de Dirección – Notifique a la Corte inmediatamente si su dirección o la dirección del sujeto de la custodia cambien. La falta de notificar es causa para su disposición. (§ 1203.051)

J. Gastos para el Abogado – Los gastos y desembolsos para el abogado se deben pagar a solicitud y orden como cualquier otro desembolso, según las reglas de la corte por procedimientos de facturación.

K. Preguntas? Consulta su abogado (no con la Corte) por cualquier asunto de esta Custodia que usted no entiende.

Cause No. / No. de Causa _____

**COURT INSTRUCTIONS: GUARDIAN OF THE PERSON
INSTRUCCIONES DE LA CORTE PARA EL GUARDIAN DE LA PERSONA**

As a duly-appointed Guardian of the Person, you are hereby advised by the Court that you **must** do the following: (All section references are to the Texas Estates Code unless otherwise indicated.)

Como El Guardián designado con la responsabilidad de la Heredad, La Corte se le notifica que usted **debe** hacer lo siguiente: (Todas las referencias a las secciones son del Código Estates de Texas [Texas Estates Code] a menos que hay otras indicaciones al contrario.)

CAROL CHANEY, JUDGE/JUEZ
WALLER COUNTY COURT AT LAW
WALLER COUNTY, TEXAS

TRIBUNAL DE LEY DEL CONDADO
CONDADO DE WALLER, TEXAS

I acknowledge receipt of a copy of these instructions.

I further acknowledge that I attended the Court's guardianship training class on _____, 20__.

Yo, guardián del sujeto de esta custodia, afirmo que he leído y entiendo lo anterior y he recibido una copia de estas instrucciones.

Yo reconozco que asiste la clase de entrenamineto el _____, 20__.

Name/Nombre: _____

Guardian/ Guardián Date/ Fecha _____

Name Printed/ Nombre en letra de molde _____

A. Qualify as Guardian: Within twenty (20) days of receiving the order appointing you as guardian (§ 1105.002):

1. Take and file an *oath* (§ 1105.051);
2. File the required *bond*, (§ 1105.101), and
3. Obtain *Letters of Guardianship* from the probate clerk's office (§ 106.001).

B. Powers: Guardian of the Person (§ 1151.051)

1. The right to have physical possession of the ward and to establish the ward's legal domicile;
2. The duty of care, control, and protection of the ward;
3. The duty to provide the ward with clothing, food, medical care, and shelter; and

A. Para Calificar Como Guardián: Dentro de (20) días de recibir la orden que le designa como guardián usted debe (§ 1105.002):

1. *Juramentarse* y registrar el *juramento* (§ 1105.051);
2. Registrar la *fianza* designada (§ 1105.101), y
3. Obtener *Las Cartas de Custodia* de la oficina (§ 1106.001).

B. Los Poderes del Guardián de la Persona (§ 1151.051)

1. El derecho de tener posesión física del sujeto de la custodia y establecer el domicilio legal del sujeto de la custodia;
2. La obligación del cuidado, control y la protección del sujeto de la custodia;
3. La obligación de proveer la ropa, la comida, el cuidado medico y el albergue al sujeto de la custodia; y

4. The power to consent to medical, psychiatric, and surgical treatment other than the in-patient psychiatric commitment of the ward, but including the right to make end-of-life decisions regarding the withdrawing of life support, hydration and nutrition (§166.039 Texas Health & Safety Code).

5. The duty to file an **annual report** setting forth specific information regarding the condition of the ward from a medical and social standpoint. It should be filed within 30 days after receipt. (§ 1163.101)

6. The power, on application and order, to establish a Special Needs Trust for the ward.

7. The power to transport the ward for a preliminary psychiatric examination pursuant to TEX. HLTH & SAF. CODE Ch. 573.

8. Any other powers specified granted in the order appointing the guardian.

WARNING: Letters of Guardianship EXPIRE one year and four months after the date of issuance unless renewed. (§ 1106.002) The clerk cannot renew the letters until the guardian has filed the required annual report for the guardian of the person (§ 1106.003(b).

9. The duty to advise the court immediately of any address changes of the guardian or the ward. **Failure to do so is cause for removal of the guardian and cancellation of all Letters of Guardianship; (§ 1203.051)**

10. The duty to advise the Court **immediately** if the ward dies or, in the case of a minor, when the ward turns 18;

11. Notify the Court **immediately** if you or any other person or entity has been appointed the conservator of the ward or if adoption has occurred.

4. El poder de aprobar el tratamiento medico, psiquiátrico y quirúrgico, pero no incluye el poder de ingresar el sujeto de la custodia a tratamiento psiquiátrico. Este poder incluye el derecho de tomar decisiones del fin de vida que se tratan de quitar aparatos que prolongan la vida, la hidratación y la nutrición (§166.039 Texas Health & Safety Code).

5. La obligación de registrar un **reportaje anual** estipulando información específica de la condición del sujeto de la custodia del punto de vista médica y social. Se debe registrar el reportaje dentro de 30 días después de recibirlo. (§ 1163.101)

6. El poder, después de la aplicación y el orden, a establecer un Fideicomiso para Necesidades Especiales para el pupilo.

7. El poder para el transporte el sujeto para un examen psiquiátrico preliminar. TEX. HLTH & SAF. CODE Ch. 573.

8. Cualquier otro poder especificado en la orden designando el guardián.

AVISO: Las Cartas de la Custodia SE VENCEN un año y cuatro meses después de la fecha de emisión a menos que las cartas estén renovadas. (§ 1106.002) La secretaria del juzgado no puede renovar las cartas hasta que el guardián registre los reportes anuales necesarios para el guardián de la persona. (§ 1106.003(b).

9. La obligación de informar al juzgado inmediatamente de cualquier cambio de dirección del guardián o del sujeto de la custodia. **La falta de actuar así es razón para quitar el guardián y cancelar todas Las Cartas de La Custodia; (§ 1203.051)**

10. La obligación de informar al juzgado **inmediatamente** cuando se muera el sujeto de la custodia o, en el caso un menor de edad cuando el sujeto de la custodia cumpla 18 años;

11. La obligación de informar al juzgado **inmediatamente** si usted o cualquier otra persona ha sido designado el guardián del sujeto de la custodia o si el sujeto ha sido adoptado.

12. A Court Visitor will be assigned annually,

or at more frequent intervals as deemed necessary by the Court, to assess the condition of the Ward: You are required to cooperate with the Court Visitor. (§ 1054.101).

D. Expectations of the Guardian of the Person: (§ 1163.101)

1. See that the ward is **appropriately housed**,
2. Have frequent and meaningful **personal visits** with the Ward.
3. Make every effort to insure the Ward is receiving **all available benefits** for which he/she may be eligible and entitled.
4. Obtain **psychological, social services, training, educational, social and vocational opportunities** for the Ward as needed and appropriate.
5. Authorize and arrange any **needed medical, dental, ophthalmological and surgical treatment**.

de la custodia. Se le requiere de cooperar con esta persona. (§ 1054.101).

D. Expectativas del Guardián de la Persona: (§ 1163.101)

1. Asegurar que el sujeto de la custodia tiene **alojamiento apropiado**.
2. Tener **visitas personales** con el sujeto de la custodia que son frecuentes y significantes.
3. Hacer todo lo posible para asegurar que el sujeto de la custodia recibe todos los beneficios que tiene el derecho de recibir:
4. Obtener oportunidades para el sujeto de la custodia cuando es necesario y apropiado de: **la psicología, servicios sociales, la capacitación; obtener atención psicológica, servicios sociales, entrenamiento educacional y oportunidades sociales y vocacionales**.
5. Autorizar y planificar cualquier **necesidad medica, dental, oftalmologica y tratamiento quirúrgico**.

12. Un visitante del juzgado será designado anualmente para determinar la condición del sujeto

Appendix Ah: TO BE FILED BY THE GUARDIAN OF THE PERSON WITHIN THIRTY DAYS OF APPOINTMENT.

GUARDIANSHIP OF _____ No. _____ §
 _____ §
 _____ §
 _____ §
 AN INCAPACITATED PERSON § AT LAW OF
 _____ § WALLER COUNTY, TEXAS

INITIAL REPORT OF GUARDIAN OF THE PERSON

Under penalty of perjury, I provide the following information to the best of my knowledge:

1. GUARDIAN:

(Last) (First) (Middle) (Maiden)
 Date of Birth: _____ Place of Birth: _____
 Social Security No. _____ Drivers' Lic-State # _____
 Relationship to Ward: _____
 Home Address: _____
 (Street) (City) (State) (Zip Code)
 Employer: _____ Occupation: _____
 Bus. Address: _____
 (Street) (City) (State) (Zip Code)
 Home Ph () _____ Work Ph () _____

2. GUARDIAN'S SPOUSE:

(Last) (First) (Middle) (Maiden)
 Date of Birth: _____ Place of Birth: _____
 Social Security No. _____ Drivers' Lic-State # _____
 Relationship to Ward: _____
 Home Address: _____
 (Street) (City) (State) (Zip Code)
 Home Ph () _____ Work Ph () _____

3. RELATIVES WHO WILL ALWAYS KNOW HOW TO CONTACT GUARDIAN:

Name: _____ Phone: () _____
 Address: _____
 (Street) (City) (State) (Zip Code)
 Name: _____ Phone: () _____
 Address: _____
 (Street) (City) (State) (Zip Code)

4. WARD:

(Last) (First) (Middle) (Maiden)
 SSN: _____ Date of Birth: _____ Age _____
 Address: _____
 (Street) (City) (State) (Zip Code)
 Home Ph () _____ Work Ph () _____

YOU MUST IMMEDIATELY INFORM THE COURT OF ANY CHANGE IN YOUR ADDRESS OR THE WARD'S.

5. LIVING CONDITIONS AND CIRCUMSTANCES:

The Ward resides in:

- the Ward's home
- the guardian's home
- A relative's home (explain below)
- a nursing home
- a hospital/medical facility
- foster/boarding/group home
- other

Facility Name: _____ Phone: _____

Other comments: _____

6. PROPERTY MANGEMENT

If "YES", give name of employer or workshop and describe employment. _____

B. The Ward is able to participate in planned activities such as outings. YES NO

If "YES", describe: _____

C. Transportation to activities is being provided for the Ward. YES NO

D. The Ward goes to a senior citizen facility or adult care facility. YES NO

E. Ward's unmet social needs: _____

F. Guardian's Plan for meeting Ward's unmet social needs: _____

10. The INTELLECTUAL/EDUCATIONAL CONDITION of the Ward is as follows:

A. The Ward responds to his/her name YES NO

B. The Ward can communicate verbally. YES NO

If "NO", how does the Ward communicate? _____

C. The Ward is able to read. YES NO

D. The Ward is able to write. YES NO

E. The Ward is attending school. YES NO

If "YES", name the school and the program of study: _____

F. The Ward participates in the following programs: _____

G. Ward's unmet intellectual needs: _____

H. Guardian's Plan for meeting Ward's unmet intellectual needs: _____

11. ADDITIONAL CONCERNS, recommendations and/or comments concerning the Ward which I wish to share with the Court: _____

12. If possible, please attach a current photograph of the Ward.

DECLARATION

"My name is _____, my date of birth is _____, and my
(First) (Middle) (Last)
address is _____
(Street & Apt #) (City) (State) (Zip Code) (Country)

"I declare under penalty of perjury that the foregoing is true and correct."

Executed in _____ County, State of _____, on the _____ day of _____, _____.

Declarant

Printed Name of Declarant

ORDER APPROVING INITIAL REPORT OF GUARDIAN OF THE PERSON

On this day, _____ came on to be considered the Initial Report of the Guardian of the Person, and the Court, having considered the same, finds the Report complies with the requisites and policies of the Court and should be approved;

It is therefore ORDERED, ADJUDGED AND DECREED that the Initial Report of the Guardian of the Person be and it is hereby APPROVED;

SIGNED _____

Judge Presiding

Rev: 6/15/13