

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	
Garden Oaks Maintenance Organization, Inc., Debtor	§	Case No. 18-60018-H2-11
	§	
	§	
	§	

OBJECTION TO CLAIM #451
FILED BY DIEGO MARTINEZ AND REBECCA MURRAY

THIS IS AN OBJECTION TO YOUR CLAIM. THE OBJECTING PARTY IS ASKING THE COURT TO DISALLOW THE CLAIM THAT YOU FILED IN THIS BANKRUPTCY CASE. YOU SHOULD IMMEDIATELY CONTACT THE OBJECTING PARTY TO RESOLVE THE DISPUTE. IF YOU DO NOT REACH AN AGREEMENT, YOU MUST FILE A RESPONSE TO THIS OBJECTION AND SEND A COPY OF YOUR RESPONSE TO THE OBJECTING PARTY WITHIN 30 DAYS AFTER THE OBJECTION WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE OBJECTION IS NOT VALID. IF YOU DO NOT FILE A RESPONSE WITHIN 30 DAYS AFTER THE OBJECTION WAS SERVED ON YOU, YOUR CLAIM MAY BE DISALLOWED WITHOUT A HEARING.

A HEARING HAS BEEN SET FOR THIS OBJECTION FOR JANUARY 25, 2021 AT 2:00PM, COURTROOM 400, 4TH FLOOR, 515 RUSK, HOUSTON, TX 77002.

1. The Debtor filed a voluntary chapter 11 petition on April 11, 2018.
2. The Debtor was unable to confirm a plan, and the case was converted to a chapter 7 on June 6, 2019.
3. Randy Williams was appointed Chapter 7 Trustee.
4. On July 16, 2019, the Trustee issued his *Notice of Assets*, with a claims bar date of October 21, 2019.

5. On August 7, 2020, Diego Martinez and Rebecca Murray filed claim #451, asserting an unsecured claim in the amount of \$1,417.50.
6. Claim #451 is a duplicate of Claim #290, which was also filed by Martinez/Murray, for the same unsecured amount.
7. The Trustee asks the Court to disallow the duplicate claim, Claim #451.

WHEREFORE, the Trustee requests the Court to disallow Claim #451 as it is a duplicate of claim #290, and to grant him such other and further relief, at law or in equity, to which he may be justly entitled.

Dated: December 23, 2020.

Respectfully submitted,

By: /s/ Johnie Patterson

Johnie Patterson

State ID# 15601700

COUNSEL FOR THE CHAPTER 7
TRUSTEE

OF COUNSEL:

WALKER & PATTERSON, P.C.

P.O. Box 61301

Houston, TX 77208

713.956.5577

713.956.5570 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing *Objection* was served upon Diego Martinez and Rebecca Murray, 3214 Randall St., Houston, TX 77018, by first class, U.S. mail, postage prepaid on December 23, 2020.

By: /s/ Johnie Patterson

Johnie Patterson

Fill in this information to identify the case:

Debtor 1 Garden Oaks Maintenance Organization Inc.Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 18-60018United States Courts
Southern District of Texas
FILED

AUG 07 2020

David J. Bradley, Clerk of Court

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Diego Martinez & Rebecca Martinez

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Rebecca Murray

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)

Where should notices to the creditor be sent?

Diego Martinez

Name

3214 Randall Street

Number Street

Houston

City

TX

State

77018

ZIP Code

Contact phone 281 630 0879Contact email demartinez1979@hotmail.com

Where should payments to the creditor be sent? (if different)

Diego Martinez

Name

3214 Randall Street

Number Street

Houston

City

TX

State

77018

ZIP Code

Contact phone 281 630 0879Contact email demartinez1979@hotmail.comUniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☐ No☒ Yes. Claim number on court claims registry (if known) 290-1Filed on 08/24/2018

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 1,417.50. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
illegal collection of property transfer fee as detailed in attachment

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 08/06/2020
MM / DD / YYYY

Diego E Martinez
Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Diego</u>	<u>Enrique</u>	<u>Martinez</u>
	First name	Middle name	Last name
Title	_____		
Company	_____		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>3214 Randall Street</u>		
	Number	Street	
	<u>Houston</u>	<u>TX</u>	<u>77018</u>
	City	State	ZIP Code
Contact phone	<u>281 630 0879</u>	Email <u>demartinez1979@hotmail.com</u>	

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In Re:	§	
	§	
Garden Oaks Maintenance	§	Case No 18-60018
Organization, Inc (GOMO)	§	
Debtor(s)	§	Chapter <u>7</u>

ATTACHMENTS TO OFFICIAL FORM 410 PROOF OF CLAIM FOR CLAIMANTS DIEGO
MARTINEZ & REBECCA MARTINEZ

Attachment 1

Diego Martinez and Rebecca Martinez have amended their claim form 410. The amendments to the claim are summarized as follows:

- Revision to question 4.
- Revision to question 8
- This sheet.
 - Attachment 1.
- Inclusion of GOMO's instructions for payment of transfer fees.
 - Attachment 3.
- Inclusion of excerpt from official form 206A/B filed by Garden Oaks Maintenance Organization (GOMO) Inc. filed with the Court on 5/4/18 (Docket No. 14).
 - Attachment 4.
- Inclusion of GOMO's dedicatory instrument filed with Houston County Clerk.
 - Attachment 5
- Inclusion of GOMO's management certificate filed with Houston County Clerk.
 - Attachment 6.

Please note the claim amount of \$1,417.50 remains unchanged. Attachment 2, closing statement, remains unchanged.

GOMO is an improperly formed Home Owners Association (HOA) as detailed in Omnibus objection response by Mr. Casey Lambright (Docket No. 172). Diego Martinez and Rebecca Martinez are being represented by Mr. Casey Lambright for the legal basis argument. In addition to being improperly formed, GOMO improperly amended the deed restrictions to include provision of a transfer fee. The improper amendment of the deed restrictions is detailed in the same omnibus objection response (Docket No. 172). GOMO collected transfer fees when lots within the Garden Oaks sections 1, 2, 3 and 5 were sold.

Diego Martinez and Rebecca Martinez (Murray) (Murray corresponds to Rebecca's maiden name) paid a transfer fee of \$1,417.50 when we purchased our house at 3214 Randall St, Houston, Texas, 77018 with a legal description of LT 15 BLK 14 Garden Oaks Section 1. We purchased this house on December 13th 2006. We still reside at this residence. The transfer fee of \$1,417.50 is stated in attachment 2 on line number 1303 as paid to GOMO during the closing on December 13th 2006. GOMO has instructions intended for title companies, sellers and buyers and a value policy for transfer fees posted on a website. Attachment 3 includes the transfer fee instructions and value policy. During the home purchase transaction Diego Martinez and Rebecca Matinez complied with the GOMO transfer fee instructions.

During a property purchase transaction, it is not within the scope of the title company, real estate agent(s) or seller to verify or confirm the legitimacy of a HOA. As first time home purchasers we were not aware of the possibility that an HOA may be improperly formed and illegally collecting fees.

GOMO and members (residents of sections 1,2, 3 and 5), including Diego Martinez and Rebecca Martinez, discovered the improper formation of the HOA at the conclusion of the jury trial against the Changs in 2016. As a result of the litigation, which included an appeal, GOMO voluntarily filed for chapter 11 bankruptcy on April 11th 2018. Diego Martinez and Rebecca Martinez filed their original claim on August 24th 2018, approximately two (2) years upon discovery of the improper formation of GOMO.

The bankruptcy case was converted to chapter 7 on June 6th 2019. As a required part of the chapter 11 bankruptcy process, GOMO filed official form 206A/B (Docket No. 14). An excerpt from this filing, specifically item 3.409, is given in attachment 4. The excerpt shows GOMO

received a payment from Diego Martinez and Rebecca Murray for the exact same amount, \$1,417.50 as shown in attachment 2. At one time the debtor's books and records did include payment of the transfer fee by Diego Martinez and Rebecca Martinez (Murray). The matching amount and payees is no coincidence. This is proof Diego Martinez and Rebecca Martinez (Murray) paid the transfer fee to GOMO when we purchased our house.

The debtor is contesting the improper formation and improper deed restriction amendment argument. Regardless of the improper formation and improper deed restriction amendment, Texas state property code has additional mandatory requirements for HOAs. There are two sections of the state property code that further support the illegal collection of transfer fees.

The first applicable section of Texas State property code is Section 202.006. Section 202.006 states the following:

Sec. 202.006. PUBLIC RECORDS. (a) A property owners' association shall file all dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located.

(b) A dedicatory instrument has no effect until the instrument is filed in accordance with this section.

A search of Harris County Clerk records reveals that GOMO first filed a *dedicatory instrument* on October 30th 2014. This document is in attachment 5. GOMO was formed in 2002. GOMO didn't file the required dedicatory instrument with the Harris County clerk as required by state law until years after "*formation*" and after Diego Martinez and Rebecca Martinez (Murray) paid their transfer fee. Part (b) of section 202.006 is very clear on the consequences if the dedicatory instrument is not filed. In other words the HOA has no authority.

The second applicable section of the Texas state property code is Section 209.004. Section 209.004 states the following (emphasis added):

Sec. 209.004. MANAGEMENT CERTIFICATES. (a) A property owners' association shall record in each county in which any portion of the residential subdivision is located a management certificate, signed and acknowledged by an officer or the managing agent of the association, stating:

- (1) the name of the subdivision;*
- (2) the name of the association;*
- (3) the recording data for the subdivision;*

(4) the recording data for the declaration;
(5) the name and mailing address of the association;
(6) the name and mailing address of the person managing the association or the association's designated representative; and
(7) other information the association considers appropriate.

(a-1) The county clerk of each county in which a management certificate is filed as required by this section shall record the management certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate."

(b) The property owners' association shall record an amended management certificate not later than the 30th day after the date the association has notice of a change in any information in the recorded certificate required by Subsection (a).

(c) Except as provided under Subsections (d) and (e), the property owners' association and its officers, directors, employees, and agents are not subject to liability to any person for a delay in recording or failure to record a management certificate, unless the delay or failure is wilful or caused by gross negligence.

(d) If a property owners' association fails to record a management certificate or an amended management certificate under this section, the purchaser, lender, or title insurance company or its agent in a transaction involving property in the property owners' association is not liable to the property owners' association for:

(1) any amount due to the association on the date of a transfer to a bona fide purchaser; and

(2) any debt to or claim of the association that accrued before the date of a transfer to a bona fide purchaser.

(e) A lien of a property owners' association that fails to file a management certificate or an amended management certificate under this section to secure an amount due on the effective date of a transfer to a bona fide purchaser is enforceable only for an amount incurred after the effective date of sale.

A search of Harris County Clerk records reveals that GOMO first filed the *management certificate* on November 4th 2014. This document is in attachment 6. Again GOMO was formed in 2002. GOMO didn't file the required *management certificate* with the Harris County clerk as

required by state law until years after “*formation*” and after Diego Martinez and Rebecca Martinez (Murray) paid their transfer fee. Part (d) of section 209.004 is very clear on the consequences if the HOA *management certificate* is not filed with the county clerk. In other words, purchaser(s), Diego Martinez and Rebecca Martinez (Murray), are not liable for any amount due to the HOA when their garden oaks section 1 home was purchased.

To summarize, in combination or stand alone, Texas state property codes 202.006 and 209.004 are additional reasons GOMO had no legal authority to collect a transfer fee from Diego Martinez and Rebecca Martinez (Murray) in 2006. Noncompliance with Texas state property code is further evidence that GOMO was not a properly formed or functioning HOA.

Diego Martinez and Rebecca Martinez are providing this attachment and five (5) others as *prima facie* evidence for their claim against the debtor, GOMO. Diego Martinez and Rebecca Martinez are requesting a full refund of \$1,417.50. The basis for this refund is any combination of the following:

- Improper formation
- Improper amendment of deed restrictions
- Non compliance with Texas state property code 202.006 in 2006
- Non compliance with Texas state property code 209.004 in 2006

Diego Martinez on August 6, 2020
Diego Martinez

Rebecca Martinez on August 6, 2020
Rebecca Martinez

Attachment 2

Closing statement for Diego Martinez and Rebecca Martinez (Murray) for 3214 Randall Street, Houston, Texas, 77018. Legal description LT 15 BLK 14 Garden Oaks Section 1.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Texas American
Title Company

SETTLEMENT STATEMENT

B. TYPE OF LOAN:	
CONVENTIONAL UNINSURED LOAN	
File Number	Loan Number
325-06-1138	0157159336
Mortgage Insurance case number	

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

E. Name and Address of Borrower	F. Name and Address of Lender
DIEGO MARTINEZ AND REBECCA MURRAY 3214 RANDALL STREET HOUSTON, TX. 77018	WELLS FARGO BANK, N.A. P.O. BOX 5137 DES MOINES, IA 50306

G. Property Location	H. Settlement agent and agent identification number
3214 RANDALL STREET, HOUSTON, TX 77018 (15/14/1 GARDEN OAKS)	TEXAS AMERICAN TITLE COMPANY AGENT ID # 1-74-1909700-5

I. Settlement Date:
12/13/2006

K. SUMMARY OF SELLER'S TRANSACTION

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
00. Gross Amount Due From Borrower:		400. Gross Amount Due to Seller:	
01. Contract sales price	189,000.00	401. Contract sales price	189,000.00
02. Personal Property		402. Personal Property	
03. Settlement charges to borrower (line 1400)	7,155.11	403.	
04.		404.	
05.		405.	
Adjustments for items paid by the seller in advance:		Adjustments for items paid by seller in advance:	
06. City/town taxes	to	406. City/town taxes	to
07. County taxes	to	407. County taxes	to
08. Assessments	to	408. Assessments	to
09. School taxes	to	409. School taxes	to
10. ALL TAXES 12-14-2006 to 01-01-2007	138.78	410. ALL TAXES 12-14-2006 to 01-01-2007	138.78
11.		411.	
12.		412.	

20. Gross Amount Due From Borrower:	196,293.89	420. Gross Amount Due to Seller:	189,138.78
00. Amounts Paid by or in Behalf of Borrower:		500. Reductions in Amount Due to Seller:	
01. Deposit or earnest money w/ TEXAS AMERICAN TITLE	1,500.00	501. Excess deposit (see instructions)	
02. Principal amount of new loan(s) WELLS FARGO BANK, N.A	151,200.00	502. Settlement charges to seller (line 1400)	13,022.95
03. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
04. CREDIT: LENDER CREDIT	250.00	504. Payoff of 1st mortgage loan	
05. OPTION FEE	100.00	505. Payoff of 2nd mortgage loan	
06.		506. OPTION FEE	100.00
07.		507.	
08.		508.	
09.		509.	

Adjustments for items unpaid by seller:		to	
210. City/town taxes		to	
211. County taxes		to	
212. Assessments		to	
213. School taxes		to	
214.			
215. HARRIS COUNTY 2006			2,813.62
216.			
217.			
218.			
219. SELLER CONTRIBUTION	4,000.00		4,000.00
220. Total Paid By/For Borrower:	157,050.00		19,936.57
300. Cash Settlement From/To Borrower:			
301. Gross amount due from borrower (line 120)	196,293.89		189,138.78
302. Less amounts paid by/for borrower (line 220)	157,050.00		19,936.57
303. CASH FROM BORROWER:	39,243.89		169,202.21

BORROWERS:

Debra M. Bradley
Debra M. Bradley

Date:

12/13/06

Date:

12/13/06

Date:

12/13/06

SELLERS:

Lynne Alexander
Lynne M. Alexander and Lynne
Mary Alexander

Date:

12/13/06

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in Blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4787, Form 8252 and/or Schedule D (form 1040).

L. Settlement Charges

L. Settlement Charges				Paid From Seller's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Brokers Commission Based on price \$	189,000.00 @ 6.00 %	11,340.00 *			
Division of commission (line 700) as follows:					
701. \$	5,670.00 to PATHFINDER PROPERTIES				
702. \$	5,670.00 to HTOWN REALTY				
703. Commission paid at settlement					11,340.00
704.					
800. Items Payable in Connection With Loan.					
801. Loan Origination fee	1.000 % WELLS FARGO BANK, N.A.			1,512.00	
802. Loan Discount	0.125 % WELLS FARGO BANK, N.A.			189.00	
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance application fee to					
807. Assumption Fee					
808. PROCESSING FEE to WELLS FARGO BANK, N.A.				195.00	
809. FLOOD LIFE OF LOAN to WELLS FARGO FLOOD SERVICE				19.00	
810. APPLICATION FEE to WELLS FARGO BANK, N.A.				400.00	
811. UNDERWRITING REVIEW to WELLS FARGO BANK, N.A.				295.00	
TAX SERVICE FEE to WELLS FARGO REAL ESTATE TAX SERVICES, LLC				105.00	
900. Items Required by Lender to be Paid in Advance.					
901. Interest from	12-13-2006 to 01-01-2007 @ 23.3000	1 day 19		442.70	0.00
902. Mortgage Insurance premium for	mo. to				
903. Hazard Insurance premium for	1 yrs. to NATIONAL FIRE PROPERTY AND CASUALTY INSURANCE CO.			1,609.00	
904.	Yrs. to				
905.					
1000. Reserves Deposited With Lender.					
1001. Hazard Insurance	mo. @ \$	per mo.			
1002. Mortgage Insurance	mo. @ \$	per mo.			
1003. City property taxes	mo. @ \$	per mo.			
1004. County property taxes	mo. @ \$	per mo.			
1005. Annual assessments	mo. @ \$	per mo.			
1006.	mo. @ \$	per mo.			
1007.	mo. @ \$	per mo.			
1008.	mo. @ \$	per mo.			
100.					
100. Title Charges:	Underwriter: Title Resources Guaranty Company				
101. BOUNDARY DELETION			68.10		
102.					
103.					
104. Title Insurance binder	to				
105. Document preparation	to BROWN, FOWLER & ALSUP		85.00		85.00
106.					
107. Attorney's fees to	to				
includes above items No.:					
108. Title Insurance	to TEXAS AMERICAN TITLE COMPANY		100.00		1,362.00
includes above items No.:	TAX DELETION (MTP) / R-24 NOT YET DUE & PAYABLE		25.00		

1110. Owner's coverage			
1111. EPA LIEN ENDORSEMENT		25.00	
1112.			
1113. MESSENGER FEE		32.00	
ESCROW FEES		150.00	150.00
COPY EXPENSE FEE		25.00	0.00
STATE OF TEXAS POLICY GUARANTY FEE		1.00	1.00
1200. Government Recording and Transfer Charges.			
1201. Recording fees: Deed †	Mortgage †		
1202. City/County tax † stamps: Deed †	Mortgage †	108.00	20.00
1203. State tax/stamps: Deed †	Mortgage †		
1204. TAX CERTIFICATE TO PSI			64.95
1205.			
1300. Additional Settlement Charges.			
1301. Survey	to PRECISION SURVEYORS	351.81	
1302. Pest Inspection	to		
1303. TRANSFER FEE TO GARDEN OAKS MGMT. ORG. INC.		2,747.50	
1304.			
1305.			
1400. Total Settlement Charges (entered on lines 103, Section J and 502, Section K).		7,155.11	13,022.95

BORROWERS:

SELLERS:

[Signature] Date: 12/13/06
 [Signature] Date: 12/13/06
 [Signature] Date: 12/13/06

* The Title Company may be instructed, after the closing, to disburse all or a portion of the commission amount shown above to other persons, firms or corporations. See HUD-1 Addendum.

ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Property Location: 3214 RANDALL STREET, HOUSTON, TX 77018 (15/14/1 GARDEN OAKS)

IN ACCORDANCE WITH TITLE BULLETIN NO. 160:

CHARGES FROM LINE NO. 701 - PATHFINDER PROPERTIES 5,670.00

The following persons, firms or corporations received a portion of the real estate commission amount shown above:

1. MAX BURNS
2. PATHFINDER PROPERTIES

The Seller's and Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BORROWERS:

[Signature]
 Signature

Rebecca Lundy
 Signature

12/13/06
 Date

12/13/06
 Date

 Signature

 Signature

 Signature

 Signature

 Signature

 Signature

 Date

 Date

 Date

 Date

 Date

 Date

SELLERS:

Lynne Alexander, also known as
 Signature

Shirley Ann Alexander and Sonnet
 Signature

12/13/06
 Date

Page 3 of 9

Mary Alexander
Signature

Date

Signature

Date

Signature

Date

Signature

Date

SETTLEMENT AGENT:

[Signature]
Signature

Date

10/13/19

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18-U.S. Code Section 1001 and Section 1010.

Attachment 3

GOMO instructions and value policy for transfer fee.

APPROVED AND ADOPTED by the Board on this 20 day of January 2016.

GARDEN OAKS MAINTENANCE ORGANIZATION, INC.

1EE
1OR

[Signature]
Signature of Officer

Mark Sarant
Officer's Name

President
Officer's Position

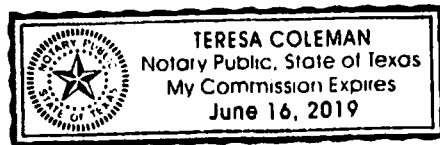
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Mark Sarant, President of Garden Oaks Maintenance Organization, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20th day of January, 2016.



[Signature]
Notary Public, State of Texas

2221.000

Return to: BARSALOU & ASSOCIATES, P.L.L.C.
4635 Southwest Freeway, Suite 580
Houston, TX 77027
713-652-5044

RP-2016-27374
Pages 3
01/22/2016 08:48 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$20.00

RECORDERS MEMORANDUM

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stewart

**COUNTY CLERK
HARRIS COUNTY, TEXAS**

GOMO & GOCC+

Serving Garden Oaks - a deed restricted community in Houston, TX

GOCC + Events ▼ Gazette Security ▼ Green Spaces ▼
 N'hood ▼ New N'bors \$ Pay ▼
 GOMO BK ▼ Title Co. Info Building Plans Deed Restrictions ▼
 Records Q & A + Members ▼

Fee & HOA Information

Temporary Halt to Collection of Transfer Fees

The Judge in the bankruptcy proceedings has issued a **temporary halt** to the collection of GOMO Transfer Fees.

This halt was effective August 16, 2018. The stay may be reasonably expected to continue until resolution of Chapter 7.

Bankruptcy information is located [here](#).

GOMO has No Annual Fees!! ONLY Transfer Fees

- Transfer Fees apply to Section 1, 2, 3, & 5 when property is sold
- Garden Oaks Maintenance Organization does NOT have a mandatory annual Homeowners Association Fee
- Section 4 has no transfer fee
- Documentation of the sales price should be submitted with payment

- The new owner is obligated to pay a one time assessment (Transfer Fee) when a parcel is conveyed by one person to another (except in connection with the division of community property after a divorce *where ownership is conveyed to one of the original owners* or as the result of the death of an Owner *when conveyance is to an heir*
- The Transfer Fee is equal to 0.75% of the greater of (a) the gross purchase price of the Parcel as shown on the closing statement, or (b) the appraisal of the Parcel as shown as *the market valuation* on the then-current records of the Harris County Appraisal District.

Example: \$400,000 X 0.0075 = \$3000.00

- Please calculate this fee at closing
- There is no fee due on a refinance

60 Day letters and Resale Certificates are rarely required for GO Properties

For the following list of reasons, Resale Certificates, 60 Day letters and proof of liability insurance (GOMO) are rarely requested for property sales in Garden Oaks. If your Title or Mortgage Co. asks for one of these we suggest you seek a waiver of the requirement.

It may save you money!

- GOMO does not collect monthly or annual maintenance fees from owners and does not maintain "account balances" typical of HOAs who do collect these types of fees
- GOMO is prohibited from placing a lien on any property in Garden Oaks by *Amendment A* which created GOMO.
- GOMO does not own real property nor does it manage common areas
- Deed Restrictions, Bylaws, Operating Budget and Balance Sheet are posted on the GOMO website
- Information requested in a Resale Certificate which is not applicable to Garden Oaks properties are: Rules, Government Notices of Health or Housing Code Violations & Certificate of Insurance for Common Areas.
- Additional Information included in a Resale Certificate would be:
 - a listing of unsatisfied judgements against GOMO = currently none
 - a listing of pending suits = currently none

- a listing of existing violations pre-sale on the property = these are unenforceable per deed restrictions

Resale Certificate GOMO

60 Day Letter

GO Civic Club

Home GOCC +	
Events	▼
Gazette	
Security	▼
Green Spaces	▼
Neighborhood	
Contribute	▼

Shared

Privacy Policy	
Credits	
Site Info	
Members	▼
Calendars	
Maps	

GO Maintenance
Org.

Home GOMO	
Bankruptcy &	
Related Information	
	▼

Deed Restrictions



Title Co. Info

Building Plans

Records

Q & A +



GOMO & GOCC+ © 2020

Attachment 4

Excerpt from official form 206A/B filed by Garden Oaks Maintenance Organization (GOMO) Inc. filed with the Court on 5/4/18 (Docket No. 14).

Debtor **Garden Oaks Maintenance Organization, Inc.**Case number (if known) **18-60018-H2-11****Part 2: Additional Page**

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3.409	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$1,417.50
		<i>Check all that apply.</i>	
	Diego Martinez & Rebecca Murray	<input checked="" type="checkbox"/> Contingent	
	3214 Randall St	<input type="checkbox"/> Unliquidated	
		<input checked="" type="checkbox"/> Disputed	
		Basis for the claim:	
	Houston TX 77018-7508		
	Date or dates debt was incurred	Is the claim subject to offset?	
	Last 4 digits of account number	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	
3.410	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$0.00
		<i>Check all that apply.</i>	
	Diep Nguyen Truong	<input checked="" type="checkbox"/> Contingent	
	7034 Leaders Crossing Dr.	<input type="checkbox"/> Unliquidated	
		<input checked="" type="checkbox"/> Disputed	
		Basis for the claim:	
	Houston TX 77072-2273		
	Date or dates debt was incurred	Is the claim subject to offset?	
	Last 4 digits of account number	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	
3.411	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$1,875.00
		<i>Check all that apply.</i>	
	Dina Ramirez	<input checked="" type="checkbox"/> Contingent	
	6315 Deerwood Rd	<input type="checkbox"/> Unliquidated	
		<input checked="" type="checkbox"/> Disputed	
		Basis for the claim:	
	Houston TX 77057-1009		
	Date or dates debt was incurred	Is the claim subject to offset?	
	Last 4 digits of account number	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	
3.412	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is:	\$1,560.00
		<i>Check all that apply.</i>	
	Dominic & Shawn Savarino	<input checked="" type="checkbox"/> Contingent	
	33 Lana Ln	<input type="checkbox"/> Unliquidated	
		<input checked="" type="checkbox"/> Disputed	
		Basis for the claim:	
	Houston TX 77027-5605		
	Date or dates debt was incurred	Is the claim subject to offset?	
	Last 4 digits of account number	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	

Attachment 5

GOMOS's dedicatory instrument filed with Harris County Clerk on October 30th 2014.

NOTICE
A

Supplemental Recording of Dedicatory Instruments

Name of Property Owners Association: GARDEN OAKS MAINTENANCE ORGANIZATION, INC. (the "Association")

Pursuant to §202.006, TEXAS PROPERTY CODE, the Association files the attached dedicatory instruments.

EXECUTED this 28th day of October, 2014.



Pamela Parks
Manager

THE STATE OF TEXAS

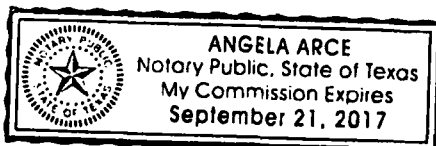
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§
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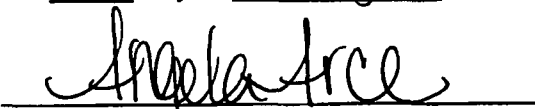
COUNTY OF HARRIS

This instrument was acknowledged before me on this day by Pamela Parks, Manager for GARDEN OAKS MAINTENANCE ORGANIZATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

10R

Given under my hand and seal of office this 29 day of October, 2014.




NOTARY PUBLIC, STATE OF TEXAS

Bylaws of

Garden Oaks Maintenance Organization, Inc.,

A Texas Nonprofit Corporation

adopted by the Board of Directors on November 5, 2002

ARTICLE 1

OFFICES

1.01 **Principal Office.** The principal office of Garden Oaks Maintenance Organization, Inc. (the "Organization") is located at 440 Louisiana, Suite 2200, Houston, Texas 77002. The Organization may have other offices, either within or without the State of Texas, as the Board of Directors (collectively, the "Board" and individually, "Director") may determine or as the affairs of the Organization may require from time to time.

1.02 **Registered Office and Registered Agent.** The Organization will have and continuously maintain in the State of Texas a registered office and a registered agent whose address is identical with the registered office, as required by the Texas Nonprofit Corporation Act. The registered office may, but need not, be identical with the principal office of the Organization in the State of Texas. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2

MEMBERS

2.01 **Membership.** There will be one class of Members. All record owners (an "Owner" or "Owners") of any separately-owned parcel (a "Parcel", as defined below) within Garden Oaks Sections 1, 2, 3, and 5 (collectively, the "Subdivision" and individually, the "Section") in Harris County, Texas, shall become members ("Members") of the Organization, as and when the Section in which the Parcel is located approves a Petition to Amend Restrictions to Create a Property Owners Association ("Petition") that establishes the Organization as the property owners association for that Section. As of the date of adoption of these Bylaws, the requisite number of Owners of Parcels in Sections 1, 2, 3, and 5 have approved amendments of deed restrictions (as amended, the "Restrictions") for their respective Sections, and the Petitions for Sections 1, 2, 3, and 5 have been filed in the Harris County Real Property Records, as follows:

4EE

Clerk's File No.

Section One	V953649
Section Two	V953650
Section Three	V842579
Section Five	V968826

As of the date of adoption of these Bylaws, the requisite number of Owners of Parcels in Section 4 have not approved such amendments.

2.02 Voting Rights and Procedures. Each Parcel in Garden Oaks Sections 1, 2, 3, and 5 will have one vote in the Organization on matters requiring a vote of the Members, regardless of the number of Owners of the Parcel.

It is recognized that the building sites currently existing throughout the Subdivision consist, as the case may be, of one platted lot, less than one platted lot, more than one platted lot, or portions of two or more platted lots and that an equitable allocation of voting rights must be made on a basis other than platted lots. A "Parcel" is therefore defined as the land comprising a single building site for a residence or residences, without regard to (a) how the lot(s) are shown on the applicable subdivision map or plat, or (b) whether or not there are structures currently existing on the Parcel. Multiple Parcels used for one building site will have one vote except as provided in the next paragraph.

A Parcel is entitled to two votes only if all of the following conditions are satisfied: (a) applicable City of Houston subdivision ordinances would permit subdivision of the Parcel by replatting, (b) each resulting Parcel would satisfy the frontage requirements imposed by the deed restrictions applicable to the Section in which the Parcel is located, (c) no structure that is located on one resulting Parcel would encroach onto the adjacent resulting Parcel or violate setback lines after subdivision (e.g., a building may not be located on the original Parcel such that the lot line created by the subdivision would, with respect to existing buildings, result in an encroachment or violation of setback lines), and (d) each resulting Parcel may be conveyed to a separate owner as a fee simple tract of land.

If there is more than one Owner of a Parcel, the vote of each Owner is required, and the vote of each Owner must be the same for a vote to be counted unless the Owner casting the vote represents to the Organization that he or she is authorized to vote on behalf of all the Owners. If the votes of the Owners of a Parcel conflict or are not the same, no vote will be counted for that Parcel. The Board may rely on any representation of an Owner of a Parcel that he or she is voting for all of the Owner(s) of the Parcel and that the vote cast is the correct and intended vote of that Parcel, unless there is a prior written objection from an Owner(s) of that Parcel sent to the Board by the appropriate means. Each separate voting matter requires a separate written objection from the Owner(s) in dissent and is valid for that vote only.

Votes may be cast by written proxy if the original proxy is delivered to the Board at or before the time of voting. Proxies may not be effective for a period exceeding eleven months.

Owners may be represented at a meeting for voting purposes by an attorney-in-fact pursuant to a power of attorney satisfying the requirements of Texas law if the following are delivered to the Board at or before the time of voting: a copy of the power of attorney; a written statement by the attorney-in-fact that the power of attorney is valid, continuing, and has not been revoked; and the current address, phone number, and contact person, if an entity, in order to contact the Owner.

No Owner will have the right to vote unless (a) the Owner is shown on the membership rolls of

the Organization, or (b) the recorded deed evidencing ownership of the Parcel and the address and phone number of the Owner have been delivered to the Board.

2.03 Transfer of Membership. Membership in the Organization is automatically transferred with ownership of a Parcel.

2.04 Address of Members. Members shall be deemed to have received notices sent to the street address of the Parcel owned by a Member (or any one Parcel if more than one Parcel is owned), unless another address has been provided in writing to the Organization by delivery to its principal office or to the then-Secretary by certified mail, return receipt requested. Notice of a change of address will become effective fourteen days after receipt.

ARTICLE 3

MEETINGS OF MEMBERS

3.01 Annual Meetings. The first meeting of the Members will be held in November, 2002, and thereafter an annual meeting of the Members will be held in October of each year at a time and place designated by the Board, for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the election of Directors is not held at the first or annual meeting or at an adjournment of the first or annual meeting, the Board will cause the election to be held at a special meeting of the Members as soon as practicable after the first or annual meeting at which the election did not occur.

3.02 Special Meetings. Special meetings of the Members may be called by the President, the Board, or Members representing not less than one-tenth of the Parcels then entitled to vote on the issue for which the special meeting is called. If the purpose of the special meeting is the election or removal of a Director who is designated to represent a specific section of this Subdivision, the meeting may be called by the President, the Board, or Members representing not less than one-tenth of the Parcels entitled to vote in that Section. Whenever a special meeting is called by the Members, the Members may be required by the Board to deposit with the Organization the amount necessary to pay the expenses of the Organization in calling and holding the special meeting.

3.03 Other Meetings. The President or the Board may, from time to time, call other meetings for informational or other purposes, but votes of the Members may not be taken unless the meeting is called as a special meeting.

3.04 Place of Meeting. Any place in Harris County, Texas, may be designated as the place for any annual meeting or special meeting of the Members.

3.05 Notice of Meetings of Members. Written or printed notice stating the place, day, and hour of each annual and special meeting of Members will be delivered, either personally by delivery to the Parcel (whether or not the Member resides on the Parcel or is at home at the time of delivery) or by mail, to each Member entitled to vote at the meeting, not less than ten, nor more than sixty, days before the date of the meeting, by or at the direction of the President, the

Secretary, the Directors, or the Members calling the meeting. Additional notice of any meeting and notice of informational meetings may be given by any means determined by the President, the Secretary, or the Directors to be reasonable and appropriate, such as by publication in the *Garden Oaks Gazette* or by signs posted in the neighborhood. In case of a special meeting or when required by statute or these Bylaws, the notice must state the purpose or purposes for which the meeting is called. If mailed, the notice will be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the address that appears in the records of the Organization, with postage prepaid.

3.06 **Quorum.** Members representing a number of Parcels entitled to vote on the matters that are to be voted upon, attending in person or by proxy, equal to the number that is the majority of the Directors then in office will constitute a quorum for the conduct of business at a meeting. If a quorum is not present at any meeting of Members, Members representing a majority of the Parcels present at the meeting may adjourn and reconvene the meeting from time to time.

3.07 **Manner of Acting.** The act of Members representing a majority of the Parcels attending in person or by proxy and entitled to vote at a meeting at which a quorum is present will be the act of the Members, unless the act of a greater number is required by law or another provision of these Bylaws.

3.08 **Proxies.** At any meeting of Members, the Member(s) representing a Parcel entitled to vote may vote by proxy executed in writing by the Member or by his or her duly-authorized attorney-in-fact. No proxy will be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

3.09 **Voting by Written Ballot.** When Directors or officers are to be elected, the election may be conducted by written ballot in the manner determined by the Board.

3.10 **Robert's Rules of Order.** If questions of procedure or organization are not specifically addressed by these Bylaws, the then-current edition of *Robert's Rules of Order*, or its successor publication, if any, will control.

ARTICLE 4

BOARD OF DIRECTORS

4.01 **General Powers.** The affairs of the Organization will be managed by the Board of Directors.

4.02 **Number, Tenure, and Qualifications.** The initial Directors will be the five persons who are named as directors in the Articles of Incorporation of the Organization ("Initial Directors"). The Initial Directors will serve until December 1, 2002.

After the term of the Initial Directors, there will be twelve positions on the Board for Directors. A Member must satisfy the following requirements to be nominated for

election as a Director:

- a. The Member must be entitled to vote in the election at which he or she will appear on the ballot.
- b. The Member must be at least 18 years old.
- c. The Member must own and reside in the real property in the Section of the Subdivision for which the Member is standing election.
- d. All real property owned by the Member in the Subdivision must be in compliance with the Restrictions applicable to the Section in which the property is located, except for violations that existed prior to the Member's ownership of the property.

At the first annual meeting of Members, Members representing Parcels entitled to vote will elect a maximum of three Directors to represent each of their respective Sections. The Directors elected to represent each Section will serve staggered 11 month, 23-month, and 35-month terms, commencing on December 1, 2002. If only two Directors are elected to represent a Section, their terms will be for 23 months and 11 months. If only one Director is elected, the term will be for 11 months. Beginning with the second annual meeting of Members, Directors will each be elected for three-year terms, with the intent that one Director per Section be elected each year.

Notwithstanding the foregoing, if no Member residing in a Section stands for election for that Section, then a Member who is an Owner in that Section, but who resides in another Section, may be elected by the Section to serve as its Director on the Board ("Non-Section Director"). The term of a Non-Section Director will be one year, and a Non-Section Director may not stand for election to fill a vacancy as described in Section 4.10. No Member may stand for election as a Non-Section Director if that Member's Section is represented by less than the maximum number of elected Directors.

No Director may be designated as representing more than one Section at any one time.

4.03 Annual Meetings. An annual meeting of the Board will be held immediately after, and at the same place as, the annual meeting of Members.

4.04 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two Directors.

4.05 Regular Meetings. Regular meetings of the Board will be held not less than nine times each calendar year, at the time and place designated by the Board from time to time.

4.06 Community Meetings. One or more of the Directors, as determined by the Board, may also be designated to:

- a. attend the meetings of the Garden Oaks Civic Club, Inc.; and

b. call and preside over informational meetings for the purpose of communications among and between the Members and the Directors, with notice for these meetings to be provided by any means determined by the President, the Secretary, or the Directors to be reasonable and appropriate, such as by publication in the *Garden Oaks Gazette* or by signs posted in the neighborhood.

4.07 **Notice.** Notice of any special meeting of the Board will be given at least five days in advance by written notice delivered personally or sent by mail, personal delivery (whether or not the Director is at home at the time of delivery), or facsimile to each Director at his or her address as shown by the records of the Organization. If mailed, the notice will be deemed to be delivered when deposited in the United States Mail, properly addressed with postage prepaid. If sent by facsimile, the notice will be deemed to be delivered at the time shown on the confirmation. A director may also designate e-mail as the method of notice to him or her. A Director may waive notice of any meeting, but the Director's attendance at a meeting will constitute a waiver of notice of the meeting, unless the Director is attending the meeting for the purpose of objecting to the transaction of business because the meeting was not duly called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of the meeting, unless specifically required by law or by these Bylaws.

4.08 **Quorum.** A majority of the Directors then in office will constitute a quorum for the transaction of business at any Board meeting. If a quorum is not present at the meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

4.09 **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board, unless the act of a greater number is required by law or by another provision of these Bylaws.

4.10 **Vacancies.** The Board will give notice to the Members by any means determined by the President, the Secretary, or the Directors to be reasonable and appropriate, such as by publication in the *Garden Oaks Gazette* or by signs posted in the neighborhood, of any Board vacancy so that Members residing in the affected Section may stand for election to the position. The notice will also state the date and time of the special election to fill the vacancy. Each Member willing to stand for election must then notify the Board of his or her intent to run for election. The Director who is elected in this manner will serve for the remainder of the unexpired term. If no Member residing in the Section chooses to stand for election, the special election will be canceled, and the position will remain vacant until the election of Directors at the next annual meeting.

4.11 **Resignation.** A Director will be deemed to have resigned immediately if the Director no longer resides in the Section that he or she was elected to represent. A Director who is a Non-Section Director will be deemed to have resigned immediately if the Non-Section Director no longer resides in the Subdivision or if the Non-section Director no longer owns property in the Section that he or she was elected to represent.

4.12 Removal.

a. Members residing in a Section may call for a vote to remove and replace a Director representing their Section before the end of the Director's term. Members representing 10% of the Parcels of the affected Section and entitled to vote must approve the proposed recall and replacement by signing a petition to that effect. The winner of the replacement election will serve the remainder of the term to which the Director was originally elected. No replacement election will be held, however, unless there is at least one Member residing in the Section who is willing to run against the current Director. The Members calling for the vote may be required by the Board to deposit with the Organization the amount necessary to pay the expenses of the Organization in calling and holding the replacement election.

b. A Director may also be removed from office by the affirmative vote of 75% of the remaining Directors if the Board determines that the Director has not acted in the best interests of the Organization. A new Director will then be elected by the affected Section in a special election as provided in Section 4.10.

4.13 **Conflict of Interest.** Before standing for election, or as soon after the election as identified by a Director, a Director must disclose to the Members any potential conflict of interest that may influence the Director's actions as a Director (e.g., a relationship with a builder, contractor, real estate agent, etc.). A conflict of interest will not automatically disqualify a Member from serving as a Director as long as the material facts of the conflict are made known to the Members and Directors as soon as practicable; the Members have duly elected the Director; the Director does not unduly influence the decision of other Directors and refrains from voting on issues affected by the conflict; the Members or Directors, as appropriate, in good faith and with ordinary care, authorize the transaction or vote by the majority of the disinterested Members or Directors, even though the disinterested numbers may be less than a quorum; and the transaction or vote is fair to the Organization.

4.14 **Compensation.** Directors will not receive any compensation for their services, but, by resolution of the Board, may be reimbursed for reasonable expenses.

4.15 **Telephone Meetings.** All or any of the Directors may participate in a meeting of Directors by means of conference telephone or similar communication equipment so that all persons participating can hear each other. Participation by conference call will constitute the presence in person at such meeting, except where a Director participates in the meeting for the express purpose of objecting to the transaction of business on the grounds that the meeting was not duly-called or duly-convened.

ARTICLE 5

OFFICERS

5.01 **Officers.** The officers of the Organization will be the President, one Vice President, a Secretary, and a Treasurer, each of whom must be a Director. The Board may create other offices and elect or appoint other officers as it deems desirable (who may or may not be required to be

Directors), these officers to have the authority and perform the duties prescribed from time to time by the Board. One person may hold more than one office, except for the offices of President, Secretary, and Treasurer.

5.02 Election and Term of Office. The officers of the Organization will be elected annually by the Board at the Board's annual meeting. If the election of officers is not held at the Board's annual meeting, the election will be held as soon thereafter as practicable. Each officer will hold office until his or her successor has been duly elected and qualified.

5.03 Removal. Any officer elected or appointed by the Board may be removed by a 75% affirmative vote of the remaining Directors if the Board determines that the officer has not acted in the best interests of the Organization.

5.04 Vacancies. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

5.05 President. The President will be the principal executive officer of the Organization and will in general supervise and control all of the business and affairs of the Organization. The President will preside at all meetings of the Members and of the Board. The President may sign, with the Secretary or any other officer of the Organization authorized by the Board, all deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except in cases where the signing and execution has been expressly delegated by the Board, another provision of these Bylaws, or statute to some other officer or agent of the Organization. In general, the President will perform all duties incident to the office of President and other duties be prescribed by the Board from time to time.

5.06 Vice President. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President will perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions on the President. The Vice President will perform other duties as from time to time may be assigned to the office of Vice President by the President or the Board.

5.07 Treasurer. The Treasurer will have charge and custody of and be responsible for all funds and securities of the Organization; receive and give receipts for moneys due and payable to the Organization from any source whatsoever, and deposit these funds in the name of the Organization in the banks, trust companies, or other depositories selected in accordance with Article 7 of these Bylaws; and in general perform all the duties incident to the office of Treasurer and other duties as from time to time may be assigned to the office by the President or the Board. If required by the Board, the Treasurer will give a bond for the faithful discharge of his or her duties in the amount and with a surety or sureties as the Board requires.

5.08 Secretary. The Secretary will keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; give all notices in accordance with provisions of these Bylaws or as required by law; be custodian of the corporate records and the seal of the Organization (if one is adopted) and affix the seal of the Organization to all documents that must be delivered under seal; keep a register of the mailing address of each

Member as furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and other duties as from time to time may be assigned to the office of Secretary by the President or by the Board.

5.09 **Compensation.** Officers will not receive any compensation for their services, but, by resolution of the Board, may be reimbursed for reasonable expenses.

ARTICLE 6

COMMITTEES

6.01 **Committees of Directors.** The Board may, by resolution adopted by a majority of the Directors in office, designate and appoint one or more committees and their members, which committees, to the extent provided in each resolution, will have and exercise the authority of the Board in the management of the Organization. The Board may not, however, delegate to any committee the Board's authority to amend, alter, or repeal the Bylaws; elect, appoint, or remove any member of any committee or any Director or officer of the Organization; amend the Articles of Incorporation; adopt a plan of merger or consolidation with another corporation; authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Organization; authorize the voluntary dissolution of the Organization or revoke proceedings for dissolution; adopt a plan for the distribution of the assets of the Organization; or amend, alter, or repeal any resolution of the Board that by its terms provides that it may not be amended, altered, or repealed by the committee. The designation and appointment of, and the delegation of authority to, a committee will not operate to relieve the Board, or any individual Director, of any responsibility imposed on it by law.

6.02 **Architectural Control Committee.** The Board has the authority to act as an architectural control committee, in accordance with the Restrictions, with the power to approve or deny applications for proposed original construction or modification of a building, structure, or improvement within the Subdivision as being in compliance with the Restrictions. The Board may, by resolution adopted by a majority of the Directors in office, designate and appoint a subcommittee that will have the authority of the Board with regard to architectural review, composed of not less than three Directors and other Committee Members (as defined in Section 6.03) who need not be Directors.

6.03 **Other Committees.** Other committees not having and exercising the authority of the Board in the management of the Organization may be designated by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in the resolution, the President will appoint committee members from the Members ("Committee Member(s)"). A Committee Member may be removed by the person or persons authorized to appoint the Committee Member whenever in their judgment the best interests of the Organization will be served by removal.

6.04 **Term of Office.** Each Committee Member will continue to serve until the next annual meeting of the Board and until his or her successor is appointed; the committee is dissolved; the Committee Member is removed or resigns from the committee; or the Committee Member

ceases to qualify as a Committee Member.

6.05 Chair. One Committee Member of each committee will be appointed chair by the person or persons authorized to appoint the Committee Members.

6.06 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as the original appointments.

6.07 Quorum. Unless otherwise provided in the Board resolution designating and appointing a committee, a majority of the whole committee will constitute a quorum, and the act of a majority of the Committee Members present at a meeting at which a quorum is present will be the act of the committee.

6.08 Rules. Each committee may adopt rules for its own governance not inconsistent with either these Bylaws or rules adopted by the Board.

6.09 Compensation. Neither Committee Members nor chairs will receive any compensation for their services, but, by resolution of the Board, may be reimbursed for reasonable expenses.

6.10 Ex-Officio Member. The President will be an ex-officio member of all committees.

ARTICLE 7

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

7.01 Contracts. The Board may authorize any officer or agent of the Organization, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization. Delegated authority may be general or confined to specific instances.

7.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Organization must be signed by the officer(s) or agent(s) of the Organization established by Board resolution from time to time. In the absence of a delegation of authority by the Board, these instruments will be signed by the Treasurer and countersigned by the President or a Vice President.

7.03 Deposits. All funds of the Organization will be deposited to the credit of the Organization in the banks, trust companies, or other depositories selected by the Board.

7.04 Gifts to the Organization. The Board is authorized to accept, on behalf of the Organization, a contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Organization. The Board is not obligated, however, to accept, and is authorized to reject, any gift tendered or offered to the Organization.

7.05 Surplus Funds. As practicable, the Board will strive to maintain a balance of at least

\$100,000 (or other amount as determined by the Board from time to time) ("Reserve") in readily-available funds as a reserve for the Organization's operation, administrative, legal, enforcement, and other appropriate expenses. Funds in the Organization's treasury in excess of the Organization's current operational budget and the Reserve may be allocated by the Board for the support of neighborhood activities and programs to benefit the Subdivision generally, including, but not limited to, those sponsored by the Garden Oaks Civic Club, Inc., a Texas nonprofit corporation organized to promote the common good and general welfare of the residents of Garden Oaks Sections 1, 2, 3, 4, and 5. Members may deliver proposals to the Board for use of these funds at least sixty days before each annual meeting of Members. The Board's proposed annual budget for these activities, and any additions proposed to be made to the budget for these purposes between annual meetings of Members, will be publicized by any means determined by the President, the Secretary, or the Directors to be reasonable and appropriate, such as by publication in the *Garden Oaks Gazette* or by signs posted in the neighborhood, at least thirty days before the annual meeting of the Members. The proposed budget will be brought to a vote at the annual meeting or a special meeting of Members and must be approved by Members representing a majority of the Parcels present at the meeting and entitled to vote. If the proposed budget or any budget amendment for these activities is not approved, the money will remain unallocated in the Organization's treasury until the subsequent proposals are brought before the next annual or special meeting of Members. No distribution of funds for these purposes may be made if there are otherwise insufficient funds for the proper operation of the Organization.

ARTICLE 8

BOOKS AND RECORDS

8.01 The Organization will keep correct and complete books and records of account and minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board. The books and records will be kept at the registered or principal office, including a record of the names and addresses of Members entitled to vote. The books and records of the Organization may be inspected by any Member or his or her agent or attorney-in-fact for any proper purpose, at any reasonable time, and upon reasonable notice. The Organization may levy a reasonable charge for copies that it provides of the books and records.

ARTICLE 9

POWERS, TRANSFER ASSESSMENTS, AND VOLUNTARY CONTRIBUTIONS

9.01 **Powers of the Organization.** Except for the Prohibited Actions (as defined below), the Organization will have all powers of a non-profit corporation chartered in the State of Texas and a property owners association pursuant to Section 204.010 of the Texas Property Code (or amended or successor statute).

9.02 **Prohibited Actions.** Pursuant to the limitations of the Organization's authority as set forth in the Restrictions, the Organization may not (a) establish, assess, or collect a mandatory assessment of any kind, except the mandatory Transfer Assessments expressly provided in the Restrictions and restated in Section 9.03, below, or (b) impose a lien against land in the

Subdivision for failure to pay a Transfer Assessment (collectively, "Prohibited Actions").

9.03 Transfer Assessments.

a. **Purpose.** The Organization may levy assessments for the funding of its operational expenses, including but not limited to, enforcement of deed restrictions, liability insurance premiums, costs of litigation, and administrative costs.

b. **Transfer Assessments.** When a Parcel is conveyed by one person to another (except in connection with the division of community property after a divorce or as the result of the death of an Owner), the new Owner is obligated to pay a one-time special assessment ("Transfer Assessment") equal to 0.75% of the greater of (a) the gross purchase price of the Parcel as shown on the closing statement, or (b) the appraisal of the Parcel as shown on the then-current records of the Harris County Appraisal District. The Transfer Assessment will be either (i) collected at closing of the conveyance by the escrow or closing agent, title company, or other person conducting the closing and forwarded to the Organization at: P.O. Box 924693, Houston, Texas 77292, or other address that has been designated by the Organization by notice in the Harris County Real Property Records, or (ii) if no third party has conducted the closing, then paid by the new Owner to the Organization within thirty days of the date of the conveyance.

c. **Enforcement.** The Organization may enforce the Transfer Assessment by obtaining a judgment against the Owner who failed to pay the Transfer Assessment and may collect counsel fees and court and other litigation costs as part of the judgment. The Organization may not foreclose a judgment lien against any land in the Subdivision or against a homestead, wherever located, but may foreclose the judgment lien against other real or personal property of the person against whom the judgment is taken.

9.04 **Voluntary Contributions.** The Organization may, at any time and from time to time, request that the Owners and residents of the Subdivision make a voluntary contribution ("Voluntary Contribution") to the Organization for the Organization's operational expenses or for other purposes. The Organization will notify the Owners of each request for a Voluntary Contribution, its intended use, and the due date.

ARTICLE 10

ENFORCEMENT OF THE RESTRICTIONS

10.01 **Authority of the Organization.** The Organization is authorized by the Restrictions to enforce the Restrictions with respect to the Parcels within the Subdivision.

10.02 **Enforcement of the Restrictions.** The Board may adopt written procedures for the investigation, handling, and enforcement of actual and threatened violations of the Restrictions, including procedures for notice to an Owner of an alleged violation and for the reporting of alleged violations. These procedures may be made generally available by any means determined by the President, the Secretary, or the Directors to be reasonable and appropriate, such as individual notice to the Members or publication in the *Garden Oaks Gazette*.

ARTICLE 11

Garden Oaks GAZETTE

11.01 The Organization is authorized to arrange with the *Garden Oaks Gazette* for publication of articles concerning the Organization's current activities and issues affecting the Subdivision, lists of Directors and officers, and notices to Members and Owners.

ARTICLE 12

INDEMNIFICATION OF DIRECTORS AND OFFICERS

12.01 To the maximum extent allowed by law, the Organization will indemnify each Director and officer of the Organization from liability relating to actions taken in good faith in his or her official capacity for the Organization. The Members intend that no Director or officer have personal liability for any action taken in good faith in his or her capacity as a Director or officer, except to the extent that the Director or officer has breached the standards of conduct set forth in the Texas Nonprofit Corporation Act or other applicable law that is the basis for indemnification or exculpation of directors or officers. The Organization will, if reasonably available and economically feasible, and if funds are available for this purpose, purchase directors' and officers' liability insurance for the benefit of the Directors and officers.

ARTICLE 13

SEAL

13.01 The Board may provide for a corporate seal in the form of a circle, which, if adopted, will contain the words "Corporate Seal of Garden Oaks Maintenance Organization, Inc."

ARTICLE 14

WAIVER OF NOTICE

14.01 Whenever any notice is required to be given under the Texas Nonprofit Corporation Act, the Articles of Incorporation, or these Bylaws, a written waiver of notice signed by the person or persons entitled to have been given the notice, whether before or after the time stated in the notice, will be deemed to be the equivalent to the giving of the notice.

ARTICLE 15

AMENDMENTS TO BYLAWS

15.01 These Bylaws may be altered, amended, or repealed and new bylaws may be adopted by a vote of the Members at any meeting held in accordance with the provisions of Article 3 of

these Bylaws, if at least thirty days written notice is given to the Members in advance of the meeting. The notice must state verbatim the content of the proposed alterations, amendments, repealing language, or new bylaw provisions to be presented for consideration at the meeting.

ARTICLE 16

SEVERABILITY

16.01 Any term or provision of these Bylaws that is held to be illegal or unenforceable will be interpreted so as to be valid to the extent possible and will not render the remaining terms or provisions invalid.

Certification of Bylaws By Secretary

The undersigned, being the Secretary of the Organization, certifies that the foregoing Bylaws were duly adopted at the meeting of the Board on November 5, 2002.

Name _____

Date _____

20140488682
Pages 16
10/30/2014 10:15:31 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 72.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Attachment 6

GOMO's management certificate filed with Harris County Clerk on November 4th 2014

**SUBDIVISION MANAGEMENT CERTIFICATE
FOR
GARDEN OAKS
HARRIS COUNTY, TEXAS**

(7)
1EE

1. Name of Subdivision: GARDEN OAKS
2. Name of Association: GARDEN OAKS MAINTENANCE ORGANIZATION, INC.

3. Recording Data for the Subdivision:

GARDEN OAKS, Section One (1) Recorded on July 19, 1937, under Harris County Clerk File No. 118160-Dd in Volume 14, Page 5 in the Map Records of Harris County, Texas

5EE

GARDEN OAKS, Section Two (2) Recorded on January 7, 1939, under Harris County Clerk File No. 191478-Dd in Volume 15, Page 46 in the Map Records of Harris County, Texas

GARDEN OAKS, Section Three (3) Recorded on April 7, 1939, under Harris County Clerk File No. 205462-Dd in Volume 15, Page 71 in the Map Records of Harris County, Texas

GARDEN OAKS, Section Four (4) Recorded on May 16, 1940, under Harris County Clerk File No. 267596-Dd in Volume 1163, Page 24 in the Map Records of Harris County, Texas

GARDEN OAKS, Section Five (5) Recorded on November 17, 1942 under Harris County Clerk File No. 119131-M in Volume 19 Page 19 in the Map Records of Harris County, Texas

4. Recording Data for the Declaration:

Restrictions For Garden Oaks Section One (1), recorded on July 29, 1937, under Volume 1061, Page 113 in the Official Public Records of Harris County, Texas

Restrictions for Garden Oaks Section Two (2), recorded on January 7, 1939, under Volume 1115, Page 36 in the Official Public Records of Harris County, Texas

Restrictions for Garden Oaks Section Three (3), recorded on April 20, 1939, under Volume 1110, Page 448 in the Official Public Records of Harris County, Texas

Restrictions for Garden Oaks Section Four (4), recorded on August 23, 1940, under Volume 1180, Page 46 in the Official Public Records of Harris County, Texas

Restrictions for Garden Oaks Section Five (5), recorded on November 17, 1942, under Volume 1265, Page 27 in the Official Public Records of Harris County, Texas

5. Name and Mailing Address of the Association:

GARDEN OAKS MAINTENANCE ORGANIZATION, INC.
Ms. Pam Parks
Garden Oaks Maintenance Organization
4001 N. Shepherd Dr, Ste 216
Houston, TX 77018

6. Name and mailing address of Association's Managing Agent or the Association's designated representative:

Ms. Pam Parks
Garden Oaks Maintenance Organization
4001 N. Shepherd Dr, Ste 216
Houston, TX 77018

Date: Nov. 3, 2014

GARDEN OAKS MAINTENANCE ORGANIZATION, 10R
INC.

Pam Parks
Pam Parks, Managing Agent

STATE OF TEXAS §

COUNTY OF HARRIS §

1EE This instrument was acknowledged before me on 11-3-14 by
Pam Parks, Managing Agent for Garden Oaks Maintenance Organization, Inc., a Texas
nonprofit corporation, on behalf of said corporation.



Angela Arce
NOTARY PUBLIC, STATE OF TEXAS

2221.000

Return to: Barsalou & Associates P.L.L.C.
4635 Southwest Freeway
Houston, TX 77027
(713) 652-5044

0713-03-24-11

20140495637
Pages 4
11/04/2014 07:10:12 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS