

**No. 02-23-00492-CV**

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

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IN RE JACE YARBROUGH  
RELATOR

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Original Proceeding

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**REAL PARTY IN INTEREST BRENT ALLISON HARGENBUCH'S  
RESPONSE TO RELATOR YARBROUGH'S PETITION FOR WRIT OF  
MANDAMUS**

Respectfully submitted,

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## TABLE OF CONTENTS

INDEX OF AUTHORITIES.....	2
SUMMARY OF ARGUMENT.....	6
ARGUMENT.....	7
I. THIS COURT LACKS JURISDICTION TO ISSUE A WRIT OF MANDAMUS AGAINST RESPONDENT RINALDI.	
A. The Texas Senate Has Exclusive Jurisdiction.	
B. Relator’s Claim is Moot.	
C. Fact Issues Exist.	
II. RELATOR IS NOT ENTITLED TO A WRIT OF MANDAMUS AGAINST RESPONDENT RINALDI BECAUSE HE FAILS TO “CONCLUSIVELY ESTABLISH” HAGENBUCH’S INELIGIBILITY.	
A. The Applicable Law.	
i. Mandamus as a Remedy.	
ii. Eligibility Requirements.	
1. Residency defined:	
2. Evidence of Residency:	
3. Cases Establishing Residency:	
4. Hagenbuch is not violating the zoning ordinance because the property is zoned for residential:	
5. The business occupancy designation does not prevent Hagenbuch from establishing the necessary residency:	
6. Hagenbuch established the necessary residency on or before November 5, 2023:	
7. Early Voting in SD 12 on October 29, 2023 Does Not Conclusively Establish Residency:	

Prayer.....	22
Appellate Rule 9.4(i)(3) Certificate of Compliance.....	22
Appellate Rule 52.3(j) Certification.....	22
Certificate of Service.....	23
Appendix to Response to Petition for Writ of Mandamus.....	attached

## INDEX OF AUTHORITIES

### CASES

<i>Bush v. Bell</i> , 681 S.W.2d 254 (Tex. App.—Houston [1st Dist.] 1984, no writ).....	12
<i>Dickson v. Strickland</i> , 114 Tex. 176, 265 S.W. 1012 (Tex. 1924) .....	4
<i>Escobar v. Sutherland</i> , 917 S.W.2d 399 (Tex. App.—El Paso 1996, orig. proceeding) .....	3
<i>Heckman v. Williamson County</i> , 369 S.W.3d 137 (Tex. 2012).....	5
<i>Henderson v. Democratic Executive Comm. of Falls Cnty.</i> , 164 S.W.2d 192 (Tex. App.—Waco 1942, no writ)“.....	4
<i>In re Fierro</i> , 642 S.W. 3d 1 (Tex. App.—El Paso, 2021) .....	7
<i>In re Francis</i> , 186 S.W.3d 534, 542 (Tex. 2006) .....	10
<i>In re Jackson</i> , 14 S.W.3d 843 (Tex. App.- Waco 2000, orig. proceeding) .....	3
<i>In re Jones</i> , 978 S.W.2d 648 (Tex. App. –Amarillo 1998, no writ).....	3, 9
<i>In re Link</i> , 45 S.W.3d 149 (Tex. App.-Tyler 2000, orig. proceeding).....	2
<i>In re Palomo</i> , 366 S.W.3d 193 (Tex. 2012) .....	9
<i>In re Peacock</i> , 421 S.W.3d at 918 .....	12
<i>In re Stalder</i> , 540 S.W.3d 215, 222 (Tex. App.—Houston [1st Dist.] 2018, orig. proceeding) .....	10
<i>Jordan v. Overstreet</i> , 352 S.W.2d 296 (Tex. App.—Beaumont 1961, writ dism'd) 11	
<i>Luna v. Blanton</i> , 478 S.W. 2d 76 (Tex. 1972).....	7
<i>McDuffee v. Miller</i> , 327 S.W.3d 808 (Tex. App.—Beaumont 2010, no pet.)....	11, 12

<i>Mills v. Bartlett</i> , 375 S.W.2d 940, 943 (Tex. Civ. App.—Tyler), <i>aff'd</i> , 377 S.W.2d 636 (Tex. 1964).....	10
<i>Mills v. Bartlett</i> , 377 S.W. 2d 636 (Tex. 1964) .....	10, 11
<i>Tex. Ass’n of Bus. v. Tex. Air Control Bd.</i> , 852 S.W.2d 440 (Tex. 1993).....	5
<i>United States v. State of Texas</i> , 445 F. Supp. 1245 (S.D. Tex. 1978), <i>aff’d</i> , 439 U.S. 1105 (1979)) .....	11
<i>Wentworth v. Meyer</i> , 839 S.W.2d 766 (Tex.1992) (orig. proceeding).....	3, 9
<i>Woods v. Legg</i> , 363 S.W.3d 710 (Tex. App.—Houston [1st Dist.] 2011, no pet.)...	12

## STATUTES

§ 1.015 Tex. Elec. Code Ann. ....	11
§ 141.001 Tex. Elec. Code Ann. ....	7
§ 145.003 Tex. Elec. Code Ann. ....	6, 7, 8, 9
§ 145.004 Tex. Elec. Code Ann. ....	7
§ 172.057 Tex. Elec. Code Ann. ....	5
§ 172.058 Tex. Elec. Code Ann. ....	5
§ Tex. Elec. Code Ann. § 172.057 .....	2

## OTHER AUTHORITIES

Op. Atty. Gen. 1939, No. 0-1702 .....	4
Op. Atty. Gen. 2002, No. JC-0520 .....	11
Tex. Atty. Gen. Op., No. H-301 (1974).....	11

## CONSTITUTIONAL PROVISIONS

Tex. Const. Art. II, § 1.....	5
Tex. Const. Art. III § 8 .....	3
Tex. Const. Art. III § 6 .....	8

## SUMMARY OF THE ARGUMENT

Before a writ of mandamus may issue in this case, Relator must have a clear legal right to performance of the act he seeks to compel. *In re Link*, 45 S.W.3d 149, 151 (Tex. App.-Tyler 2000, orig. proceeding). If the court lacks jurisdiction, as will be shown below, then obviously the Relator does not have a clear right to performance. Further, the duty of the officer sought to be compelled must be one clearly fixed and required by the law, or the writ will not issue. *Id.* at 151–52. Relator’s claim for relief fails in this regard because he waited too long, such that the timeframe for mandating Respondent Rinaldi to declare Real Party in Interest Hagenbuch ineligible and take him off the ballot has long since passed. *See* Section 172.057 and 172.058 of the Texas Election Code. Moreover, this Court may not resolve factual disputes in a mandamus proceeding, and as will demonstrated herein, there are factual disputes which deprive this Court of granting any relief to the Relator. *In re Jackson*, 14 S.W.3d 843, 848 (Tex. App.- Waco 2000, orig. proceeding); *In re Jones*, 978 S.W.2d 648, 652 (Tex. App. –Amarillo 1998, no writ); *Escobar v. Sutherland*, 917 S.W.2d 399, 403 (Tex. App.—El Paso 1996, orig. proceeding). Finally, this Court also must strictly construe any pertinent legal provision which restricts the right to hold office in favor of eligibility. *Wentworth v. Meyer*, 839 S.W.2d 766, 767 (Tex.1992) (orig. proceeding); *see also Jones*, 978 S.W.2d at 653.

## ARGUMENT AND AUTHORITIES

### I. THIS COURT LACKS JURISDICTION TO ISSUE A WRIT OF MANDAMUS AGAINST RESPONDENT RINALDI.

#### A. The Texas Senate Has Exclusive Jurisdiction.

Before this Court may proceed on the merits of Relator's Mandamus Petition, the Court must first determine whether it possesses subject matter jurisdiction to consider the question of whether Real Party in Interest Hagenbuch does or does not meet the one-year residency requirement set forth in *Article III, Section 6*, of the Texas Constitution. Simply put, the Court does not. Pursuant to Section 8 of Article III of the Texas Constitution, "[e]ach House shall be the judge of the qualifications and election of its own members . . . ." *See* Tex. Const. Art. III § 8. The Texas Supreme Court has previously held that the courts do not have jurisdiction to pass upon the qualifications of a gubernatorial candidate. *Dickson v. Strickland*, 114 Tex. 176, 265 S.W. 1012 (Tex. 1924). Of significance here, in a case where competing candidates attempted to restrain a party chair from placing the name of another candidate for a House seat on the primary ballot, this Court extended the ruling in *Dickson* to apply to a member of the Texas Legislature. *Henderson v. Democratic Executive Comm. of Falls Cnty.*, 164 S.W.2d 192, 193 (Tex. App.—Waco 1942, no writ)("trial court d[oes] not have jurisdiction to pass upon the candidate's qualifications . . . as a prospective member of the state legislature, either at law or in fact"). Reviewing these authorities, Attorney General Gerald C. Mann issued an

opinion in which he writes “we are not authorized to” determine eligibility of elective state officers of the executive department. Clarifying that the judicial branch as a whole was not authorized to make such a determination, Attorney General Mann stated “[i]f the courts of this state are without jurisdiction in such cases certainly it would be beyond the authority of the Attorney General. . .” Op. Atty. Gen. 1939, No. 0-1702. Accordingly, although this Court would ordinarily have mandamus authority over certain types of eligibility challenges, the same is not true when the challenged candidate is running for the Texas Senate, as a decision on eligibility would necessarily interfere with the Legislature’s exclusive jurisdiction to so determine.

### **B. Relator’s Claim is Moot.**

Under the Texas Constitution’s separation-of-powers doctrine, courts lack jurisdiction to issue an advisory opinion, the “distinctive feature” of which is that it “decides an abstract question of law without binding the parties.” *Tex. Ass’n of Bus. v. Tex. Air Control Bd.*, 852 S.W.2d 440, 444 (Tex. 1993); Tex. Const. Art. II, § 1. This Court, therefore, would lack jurisdiction to issue an opinion on a moot controversy. *See Heckman v. Williamson County*, 369 S.W.3d 137, 162 (Tex. 2012).

After Hagenbuch submitted his timely application on November 16, 2023, *see* Exhibit 1, attached hereto, Respondent Rinaldi accepted his application on November 20, 2023. *Id.* Respondent thereafter certified and submitted his name to

the Texas Secretary of State's Office, and his name is currently on this government website as one of the four (4) Republican candidates vying for the office of Texas State Senator, District 30. *See* Exhibit 7, attached hereto. Therefore, the relief currently being sought by the Relator against the Statewide Chair of the Republican Party, Matt Rinaldi, is moot. The reason is simple: Section 172.058 of the Texas Election Code prohibits the relief sought—to take Hagenbuch's name off the March 5, 2024 Republican Primary election ballot on the basis that he is supposedly ineligible to hold the office sought. Because the filing period for Senate District 30 has come and gone (the deadline was December 11, 2023)<sup>1</sup>, see Section 172.057, it is too late now for the Court to order that any candidate in this specific race be taken off the ballot. Relator waited too long, and did not file his administrative challenge until December 15, 2023. Accordingly, this Court lacks subject matter jurisdiction to consider this matter, as the relief sought is statutorily foreclosed and, as result, is moot.

#### **D. Fact Issues Exist.**

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<sup>1</sup> Relator did not seek an administrative determination of ineligibility from Respondent Chairman Rinaldi until December 15, 2023, which was four (4) days too late. Under Section 172.057, Relator needed to have made his challenge sometime after Mr. Hagenbuch's filing of his application, which occurred on November 16, 2023, see Exhibit 1, and then secure a favorable ruling no later than December 11, 2023. Relator's failure to act timely forecloses him from obtaining the relief he seeks now by way of mandamus, for the simple reason that Respondent Rinaldi did not have any choice by December 15, 2023 but to reject the administrative challenge, given the clear temporal mandate set forth in Section 172.058.

As will be explained in more detail in Section II of this Response, neither the application itself, see Exhibit 1, not the documents which are in the public domain, “conclusively establish” that Respondent Rinaldi had a ministerial duty to reject Hagenbuch’s application. See Exhibits 1, 5 and 8.

## **II. RELATOR IS NOT ENTITLED TO A WRIT OF MANDAMUS AGAINST RESPONDENT RINALDI BECAUSE HE FAILS TO “CONCLUSIVELY ESTABLISH” HAGENBUCH’S INELIGIBILITY.**

### **B. The Applicable Law.**

#### **i. Mandamus as a Remedy.**

In cases where a candidate’s eligibility to serve in the office is disputed, the applicant may be declared ineligible to appear on the ballot. *See* 145.003. “Except for a judicial action in which a candidate's eligibility is in issue,” Section 145.003 is the exclusive administrative means by which a candidate can be declared ineligible to appear on the primary ballot. 145.003(a). For a district court to judicially determine ineligibility, it may only do so with a final judgment. *See* 145.004 of the Texas Election Code.

By its terms, Section 145.003 allows a person who has filed an application to appear on a primary ballot to be declared ineligible only when “the information on the candidate’s application for a place on the ballot indicates that the candidate is ineligible for the office,” or when “facts” established by a “public record” conclusively prove the candidate is ineligible for office. *See Section* 145.003(f).

## **ii. Eligibility Requirements.**

Although the general eligibility requirements for candidates seeking public office are set forth in Section 141.001 of the Texas Election Code, *see* Tex. Elec. Code Ann. § 141.001(a), those requirements do not apply to a candidate for the Texas Legislature. *See In re Fierro*, 642 S.W. 3d 1 (Tex. App.—El Paso, 2021) (inapplicable to state representative); *see also Luna v. Blanton*, 478 S.W. 2d 76, 78-79 (Tex. 1972) (inapplicable to state senator). These cases hold that the eligibility requirements set forth in Section 141.001(a) are specifically exempted in Section 141.001(c), which states: “[s]ubsection (a) does not apply to an office for which the federal or state constitution or a statute outside this code prescribes exclusive eligibility requirements.” *See* Tex. Elec. Code Ann. § 141.001(c).

Both courts reached this conclusion by finding that the Texas Constitution sets forth the exclusive requirements for candidates seeking election to the Texas Legislature. The applicable provision of the Texas Constitution is Article III, Section 6, which sets forth the following five (5) qualifications required for candidates for state senate like Hagenbuch:

- i. be a United States citizen;
- ii. be a qualified voter of the State of Texas, at the time of his election;
- iii. Texas resident for five (5) years next preceding his election;
- iv. the last year thereof a resident of the district for which he shall be chosen; and
- v. be at least twenty-six (26) years old.

*See* Tex. Const. Art. III Sec. 6. It is undisputed that Mr. Hagenbuch satisfies requirements (i)-(iii) and (v). The only question raised by Relator is whether Mr. Hagenbuch has satisfied requirement (iv).

As written, the one-year residency requirement is measured from the date of the actual election, counting backwards. Since the date of the November General Election is November 5, 2024, and since calendar year 2024 (“Leap Year”) contains an extra day of February 29, 2024 (“Leap Day”), Mr. Hagenbuch needed to have established his residency no sooner than November 5, 2023. As will be demonstrated herein, he complied with this timeframe for establishing residency in Senate District 30.

The fundamental problem with Relator’s case is that: a candidate may be declared ineligible under Section 145.003 **only if**: (1) the information on the candidate's application for a place on the ballot indicates that the candidate is ineligible for the office; or (2) facts indicating that the candidate is ineligible are conclusively established by another public record. Tex. Elec. Code Ann. § 145.003(b), (f); *In re Palomo*, 366 S.W.3d 193, 194 (Tex. 2012).

Relator cannot meet these requirements. As a starting point, Mr. Hagenbuch’s application for a place on the ballot is, by its own four (4) corners, sufficient to demonstrate compliance with Article III, Section 6 of the Texas Constitution. With respect to “matters of public record” the evidence does not, as a matter of law,

“conclusively demonstrate” that Mr. Hagenbuch is constitutionally ineligible. *See* Exhibits 1, 5, and 8, each of which are public documents, and each of which demonstrates an address of 2800 Shoreline Drive.

Moreover, public policy dictates that courts should attempt to avoid findings of ineligibility, given the importance of providing voters with several electoral choices, and the importance of protecting a candidates’ right to seek public office. As the Texas Supreme Court has said, “we must strictly construe any pertinent legal provision which restricts the right to hold office in favor of eligibility.” *Wentworth v. Meyer*, 839 S.W.2d 766, 767 (Tex. 1992) (orig. proceeding); *see also In re Jones*, 978 S.W.2d 648, 653 (Tex. App.—Amarillo 1998, orig. proceeding).

The High Court has also held that as a candidate’s “access to the ballot lies at the very heart of a constitutional republic, . . . provisions that restrict the right to hold office must be strictly construed against ineligibility.” *In re Francis*, 186 S.W.3d 534, 542 (Tex. 2006) (orig. proceeding). The courts apply this strict construction in favor of ballot access not just to eligibility provisions, but also to provisions relating to the manner of applying to be on the ballot. *See, e.g., In re Stalder*, 540 S.W.3d 215, 222 (Tex. App.—Houston [1st Dist.] 2018, orig. proceeding) (applying *Francis* strict construction to question of whether or not a candidate can submit both a filing fee and a signature petition with their application). It follows that the “public interest is best served when public offices are decided by fair and vigorous elections, not

technicalities leading to default.” *Francis*, 186 S.W.3d at 542.

#### **8. *Residency defined:***

In *Mills v. Bartlett*, 377 S.W. 2d 636 (Tex. 1964), the Supreme Court has previously recognized that “[t]he term residence' is an elastic one, and difficult of precise definition.” *Mills v. Bartlett*, 375 S.W.2d 940, 943 (Tex. Civ. App.—Tyler), *aff'd*, 377 S.W.2d 636 (Tex. 1964). “The meaning that must be given to it depends upon the circumstances surrounding the person involved and largely depends upon the present intention of the individual.” *Mills v. Bartlett*, 377 S.W.2d 636, 637 (Tex. 1964). “Volition, intention[,] and action are all elements to be considered in determining where a person resides[,] and such elements are equally pertinent in denoting the permanent residence or domicile.” *Id.* Whether a person resides in a particular county according to the election code definition is a question of fact. *See Jordan v. Overstreet*, 352 S.W.2d 296, 300 (Tex. App.—Beaumont 1961, writ *dism'd*); *see also Mills*, 375 S.W.2d at 943 (holding evidence sufficient to raise fact issue on whether residence was established in Van Zandt County).

The term “residence,” as used in the election code, “means domicile, that is, one's home and fixed place of habitation to which one intends to return after any temporary absence.” Tex. Elec. Code Ann. § 1.015(a). “A person at least 18 years of age may determine his own residence in the same manner ad with the same legal result as could any other adult.” Tex. Atty. Gen. Op., No. H-301 (1974). However,

“[a] person may not establish residence for the purpose of influencing the outcome of a certain election.” Tex. Elec. Code § 1.015(b).

“Neither bodily presence alone nor intention alone will suffice to create the residence, but when the two coincide at that moment the residence is fixed and determined. There is no specific length of time for the bodily presence to continue.” Op. Atty. Gen. 2002, No. JC-0520 (quoting *United States v. State of Texas*, 445 F. Supp. 1245 (S.D. Tex. 1978), *aff’d*, 439 U.S. 1105 (1979)).

### ***9. Evidence of Residency:***

As shown by Exhibit 1, Hagenbuch’s stated intention to live inside district on or before November 5, 2023 is a factor to consider when determining residence. *See McDuffee v. Miller*, 327 S.W.3d 808, 821 (Tex. App.—Beaumont 2010, no pet.). Courts consider “both the person's expression of intent to remain at, or return to, the alleged residence, as well as the circumstances that led to their presence or absence and those tending to show that the person is likely to remain at or return to the alleged residence.” *Woods v. Legg*, 363 S.W.3d 710, 714 (Tex. App.—Houston [1st Dist.] 2011, no pet.).

The fact that a person's motivation for establishing a new residence is to run for public office in the new district is not relevant to the issue of residency. *Bush v. Bell*, 681 S.W.2d 254, 255 (Tex. App.—Houston [1st Dist.] 1984, no writ). If a person designates a homestead outside of the relevant voting district, that fact may

be relevant to a determination of that person's residence, but it is not conclusive. *McDuffee*, 327 S.W.3d at 820; *see also In re Peacock*, 421 S.W.3d at 918 (stating that although homestead designation outside voting district may be relevant to determination of residence, “no one factor is dispositive on the question of one's intended residence”). Similarly, a record of voting outside the particular voting district is a relevant and important fact to be considered. *In re Peacock*, 421 S.W.3d at 917. Other relevant factors include where the person sleeps, stores personal possessions, and generally conducts day-to-day activities. *See In re Graham*, 251 S.W.3d at 851; *see also Woods*, 363 S.W.3d at 715 (“[c]onduct such as where a person sleeps and keeps personal belongings may support factors such as presence and intent.”); *Slusher v. Streater*, 896 S.W.2d 239, 244 (Tex. App.—Houston [1st Dist.] 1995, no writ) (“[i]n assessing presence, the cases have considered such conduct as where the voter sleeps and keep clothes and furniture, and the length of time spent in the alleged residence.”). “One element alone is insufficient to establish residency; the elements must form a nexus to fix and determine a residence.” *Woods*, 363 S.W.3d at 715 (citing *Mills*, 377 S.W.2d at 637).

### ***3. Cases Establishing Residency:***

Texas Courts have held residence requirement to be established in the following cases:

[1] Renting a room and keeping furniture *or* clothes in the room. *See e.g., Guerra v. Pena*, 406 S.W.2d 769 (Tex. App.—San Antonio 1966,

no writ); Op. Atty. Gen. 2002, No. JC-0520 (opining on residency requirement of Transportation Code § 522.022(1));

[2] Candidate, who went to Van Zandt County more than six months prior to primary election for office of county and criminal district attorney and entered into binding contract of law partnership and employment and to all intents and purposes decided and declared that his residence was Van Zandt County, had become resident of the county as required by election code. *See e.g., Mills v. Bartlett*, 377 S.W.2d 636 (Tex. 1964).

[3] Husband—whose wife resides outside the United States—when husband physically resides in the United States and only visits his wife on Sundays. *See e.g., Cavallin v. Ivey*, 359 S.W.2d 910 (Tex. App.—El Paso 1962, no writ).

[4] Residence established in Precinct 7 even when: (i) candidate owned a home in Precinct 6 in which she, her husband and their son had lived for many years, (ii) several neighbors made pre-trial statements that candidate lived in her Precinct 6 home during the six month period before the filing deadline (iii) candidate's adult son stayed at the home (iv) all of the utilities remained connected during the six month period, (v) the newspaper and the mail continued to be delivered there, (vi) candidate visited the local pharmacy and her own doctor during that period and never informed them of a change of address, (vii) candidate never informed her employer her new address, (viii) candidate never informed any of her creditors of her new address, (ix) candidate's husband continued to carpool from that address, and (x) candidate and her husband admitted that they had not taken all of their clothing, and only removed two chairs and a portable television when they moved from Precinct 6 into Precinct 7. *See e.g., Bush v. Bell*, 681 S.W.2d 254 (Tex. App.—Houston [1st Dist.] 1984, no writ).

[5] Finding residence to be Rio Bravo even though (i) candidate's homestead designation was in Laredo, (ii) was registered to vote in Laredo, (iii) only property owned in Rio Bravo was commercial property, (iv) Rio Bravo property was being taxed as commercial property, and (v) Rio Bravo property was not eligible for homestead exemption. *See In re Vela*, 399 S.W.3d 265 (Tex. App.—San Antonio 2012, no pet.).

[6] Homestead designation was outside of voting district. *See In re Peacock*, 421 S.W.3d 913, 918 (Tex. App.—Tyler 2014, no pet.).

[7] Declarations by a voter that he was going to remodel a house in another county, had already furnished it, and would make it his home. *See Wright v. Marquis*, 255 S.W. 637 (Tex. App.—San Antonio 1923, no writ).

Furthermore, Texas Courts have held that the follow factors do not in themselves conclusively establish candidate is ineligible:

[1] Candidate’s habitation in violation of city ordinance. *See e.g., State v. Wilson*, 490 S.W.3d 610 (Tex. App. 2016) (unlawful inhabitation of a warehouse not relevant to determine residency); *In re Vela*, 399 S.W.3d 265 (Tex. App.—San Antonio 2012, no pet.) (residence was commercial property, taxed as such and not eligible for homestead exemption).

[2] Motive of candidacy. *See e.g., Bush v. Bell*, 681 S.W.2d 254 (Tex. App.—Houston [1st Dist.] 1984, no writ) (the fact that the candidate’s motivation for establishing a new residence was her desire to be a candidate for public office is not relevant).

[3] Records showing that candidate voted out-of-district during a residency period. *See e.g., In re Dominguez*, 621 S.W.3d 899 (Tex. App.—El Paso 2021, no pet.); *In re Jackson*, 14 S.W.3d 843, 849 (Tex. App.—Waco 2000, no pet.).

**4. Hagenbuch is not violating the zoning ordinance because the property is zoned for residential:**

In his application, Hagenbuch listed his residence as 2800 Shoreline Drive, Denton, Texas 76201 (the “Property”). *See* Exhibit 1, attached hereto. The Property is located in an area zoned as Mixed-Use Regional (“MR”). *See* Exhibit 2, attached hereto. Pursuant to Sec. 3.3.3 of the Denton Development Code, “[t]he MR district

is intended to provide a walkable urban center to augment the regional draw and image of Denton. **Development may include** national retailers, employment, restaurants, entertainment venues, and **housing** at the highest levels of scale and density within the City.” Denton, Tex., Dev. Code § 3.3.3(A) (emphasis added). Illustrated further, three of the buildings immediately adjacent to the Property are zoned MR yet to no surprise are apartment complexes. *See* Exhibit 3, attached hereto. Because development in the MR district includes housing, Hagenbuch is legally allowed to reside at 2800 Shoreline Dr. Denton, Texas 76201.

**5. The business occupancy designation does not prevent Hagenbuch from establishing the necessary residency:**

Here, Relator claims that Hagenbuch is unable to establish residency in SD 30 because the building, and all the leases therein, has a “B” property code or occupancy designation from the City of Denton. The court in *Wilson* dealt with similar facts. In *Wilson*, the State argued that David Wilson could not establish residency at a structure that was "red-tagged" by the City of Houston as unlawful to occupy as a residence. *See State v. Wilson*, 490 S.W.3d 610, 621 (Tex. App. 2016). Instead of focusing on Wilson’s unlawful habitation, the court focused on facts such as “[Wilson] intends for that property to be his residence”; “that he spends most of his time at that property, including sleeping”; “that he keeps personal belongings and receives personal mail at that address”; and “that while he spends two nights a week at the Lake Lane house, he always returns to [the property].” *Id. In re Vela*, 399

S.W.3d 265 (Tex. App.—San Antonio 2012, no pet.) (residence was commercial property, taxed as such and not eligible for homestead exemption).

**6. Hagenbuch established the necessary residency on or before November 5, 2023:**

Like the *Wilson* Court and the other cases cited herein, Mr. Hagenbuch's residency requirement should not be determined on an alleged violation of a City Ordinance. Instead, a judicious evaluation should be undertaken, giving primacy to the customary factors considered in such a determination. Factors such as Hagenbuch's intent to make the Property his residence, Hagenbuch's public statements that he resides at 2800 Shoreline Dr., Mr. Hagenbuch's act of keeping furniture and clothing at 2800 Shoreline Dr., and the fact that Hagenbuch returned to 2800 Shoreline Dr. to sleep, demonstrate that he established his residency and domicile at 2800 Shoreline Dr. on or before November 5, 2023. In the case at bar, Mr. Hagenbuch signed a lease agreement on October 2, 2023, for the 2800 Shoreline Drive Property, and made that property both his residence and his domicile. *See* Exhibit 4, attached hereto. He slept there, showered there, ate there, and lived there. He also registered to vote there on November 3, 2023<sup>2</sup>. *See* Exhibit 5, attached

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<sup>2</sup> Relator falsely claims that the voter registration application is dated November 13, 2023. The actual date is November 3, 2023, which was five (5) days after he voted and two (2) days before the one-year deadline to establish residency in Senate District 30. A copy of the preprinted form shows a backslash (e.g., "/") between the month and year of submission. *See* Exhibit 11. Thus, what may appear to be 11/13/23 is actually 11/3/23. This fact alone deprives the Relator of his "conclusive evidence" argument.

hereto. On November 29, 2023, he signed a lease agreement across the street, located at 2801 Shoreline Dr., moved his belongings and furnishings from 2800 to 2801, and has lived there since that time. *See* Exhibit 6. He also listed the 2800 Shoreline Dr. address on his amendment for his campaign treasurer appointment form, which was filed on November 29, 2023. *See* Exhibit 8, attached hereto. *See* Declaration of Brent Hagenbuch, attached hereto as Exhibit 10.

**7. Early Voting in SD 12 on October 29, 2023 Does Not Conclusively Establish Residency.**

Although Relator tries to make the point that Hagenbuch's vote in Denton County (Senate District 12) during early voting, specifically on October 29, 2023, somehow constitutes "conclusive proof" that Hagenbuch was not and is not a resident of Senate District 30, neither the facts nor the case law support this assertion. First of all, there is nothing illegal about casting a ballot in Denton County, even though a voter's residence recently changed from one part of the County to another part of the County. What matters is that the voter remained inside the same County. *See* Tex. Elec. Code Ann. § 11.003 (West 2010) ("[e]xcept as otherwise provided by this code, a person may vote only in the election precinct in which the person resides."); Tex. Elec. Code Ann. § 11.004 ("[a] registered voter who changes residence to another election precinct in the same county, if otherwise eligible, may vote a full ballot in the election precinct of former residence until the voter's registration becomes effective in the new precinct if the voter satisfies the residence

requirements prescribed by Section 63.0011 and submits a statement of residence in accordance with that section." ). As shown by Exhibit 5, Mr. Hagenbuch did not update his voter registration status until November 3, 2023, several days after he cast a ballot during Early Voting on October 29, 2023, when he personally filled out and signed and dated and delivered his Voter Registration Application. *See* Exhibit 5. Moreover, he listed his address as 2800 Shoreline Dr., Denton, Texas, 76210, in that application. *See id.* He also listed the same address when he filed an amendment to appoint a campaign treasurer on November 29, 2023. *See* Exhibit 8, attached hereto. His previous campaign treasurer appointment was filed on June 28, 2021. *See* Exhibit 9, attached hereto. Thus, there are at least three (3) public documents which contradict Relator's argument that Hagenbuch's residency has been "conclusively established" to be located in Senate District 12. *See* Exhibits 1, 5 and 8.

In the case of *In re Jackson*, 14 S.W.3d 843 (Waco--[10th Dist.] 2000), the parties raised the following issue: "[w]hether the single act of voting in a statewide election on constitutional amendments, standing alone, conclusively establishes a candidate's residency." In answer to that question, the Court said "no." This Court should too.

### **PRAYER**

For these reasons, Real Party in Interest Hagenbuch asks the Court to deny Relator's Petition for Writ of Mandamus.

Respectfully submitted,

ANDY TAYLOR & ASSOCIATES, P.C.

BY: /s/ Andy Taylor

Andy Taylor

State Bar No. 19727600

2628 Highway 36S, #288

Brenham, Texas 77833

713-412-4025 (telephone)

ataylor@andytaylorlaw.com

**ATTORNEYS FOR REAL PARTY IN  
INTEREST BRENT ALLISON  
HAGENBUCH**

**APPELLATE RULE 9.4(I)(3) CERTIFICATE OF COMPLIANCE**

Counsel hereby certifies that this document was computer generated using 14-point Times New Roman typeface and that this document, excluding those portions enumerated in Appellate Rule 9.4(i)(1), contains 4,468 words, based upon the word count of the computer program used to generate the brief.

/s Andy Taylor

Andy Taylor

**APPELLATE RULE 52.3(J) CERTIFICATION**

I certify that I reviewed the Response to Relator's Emergency Petition for Writ of Mandamus that I filed on behalf of Real Party in Interest Brent Allison Hagenbuch on this day and I concluded that every factual statement in the petition is supported by competent evidence included in the appendix or record.

/s/ Andy Taylor

Andy Taylor

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served upon all counsel of record via email and/or e-File Texas on this 9th day of January 2024.

Timothy Davis  
State Bar No. 24086142  
*tdavis@jw.com*  
JACKSON WALKER L.L.P.  
777 Main Street, Suite 2100  
Fort Worth, Texas 76102  
Tel. (817) 334-7270  
Fax (817) 334-7290  
COUNSEL FOR RELATOR

/s/ Andy Taylor  
Andy Taylor

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

---

Original Proceeding

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**APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST BRENT  
ALLISON HARGENBUCH'S RESPONSE TO RELATOR YARBROUGH'S  
PETITION FOR WRIT OF MANDAMUS**

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

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IN RE JACE YARBROUGH  
RELATOR

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Original Proceeding

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**EXHIBIT 1 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

APPLICATION FOR A PLACE ON THE GENERAL PRIMARY BALLOT

ALL INFORMATION IS REQUIRED TO BE PROVIDED UNLESS INDICATED AS OPTIONAL<sup>1</sup> Failure to provide required information may result in rejection of application.

APPLICATION FOR A PLACE ON THE <u>REPUBLICAN</u> PARTY GENERAL PRIMARY BALLOT					
To: State/County Chair (Democratic or Republican) I request that my name be placed on the above-named official primary ballot as a candidate for nomination to the office indicated below.					
OFFICE SOUGHT (Include any place number or other distinguishing number, if any.) Texas Senate District 30		INDICATE TERM <input checked="" type="checkbox"/> FULL <input type="checkbox"/> UNEXPIRED		INCUMBENT DECLARATION: (Check this box if you are the incumbent.) INCUMBENT <input type="checkbox"/>	
FULL NAME (First, Middle, Last) Brent Allison Hagenbuch		PRINT NAME AS YOU WANT IT TO APPEAR ON THE BALLOT* Brent Hagenbuch			
PERMANENT RESIDENCE ADDRESS (Do not include a P.O. Box or Rural Route. If you do not have a residence address, describe location of residence.) 2800 Shoreline Drive		PUBLIC MAILING ADDRESS (Optional) (Address for which you receive campaign related correspondence, if available.)			
CITY Denton	STATE TX	ZIP 76210	CITY	STATE	ZIP
PUBLIC EMAIL ADDRESS (Optional) (Address for which you receive campaign related emails, if available.) brent.hagenbuch@gmail.com		OCCUPATION (Do not leave blank) CEO	DATE OF BIRTH	VOTER REGISTRATION VOID NUMBER <sup>2</sup> (Optional)	
TELEPHONE CONTACT INFORMATION (Optional) Home: Office: 940-600-4831 Cell:					
FELONY CONVICTION STATUS (You MUST check one) <input checked="" type="checkbox"/> I have not been finally convicted of a felony. <input type="checkbox"/> I have been finally convicted of a felony, but I have been pardoned or otherwise released from the resulting disabilities of that felony conviction and I have provided proof of this fact with the submission of this application. <sup>3</sup>		LENGTH OF CONTINUOUS RESIDENCE AS OF DATE THIS APPLICATION WAS SWORN IN THE STATE OF TEXAS 28 year(s) 11 month(s) IN TERRITORY/DISTRICT/PRECINCT FROM WHICH THE OFFICE SOUGHT IS ELECTED 0 year(s) 1 1/2 month(s)			
*If using a nickname as part of your name to appear on the ballot, you are also signing and swearing to the following statements: I further swear that my nickname does not constitute a slogan or contain a title, nor does it indicate a political, economic, social, or religious view or affiliation. I have been commonly known by this nickname for at least three years prior to this election. Please review sections 52.031, 52.032 and 52.033 of the Texas Election Code regarding the rules for how names may be listed on the official ballot.					
Before me, the undersigned authority, on this day personally appeared (name of candidate) <u>Brent Hagenbuch</u> , who being by me here and now duly sworn, upon oath says: "I, (name of candidate) <u>Brent Hagenbuch</u> , of <u>Denton</u> County, Texas, being a candidate for the office of <u>Senate District 30</u> , swear that I will support and defend the Constitution and laws of the United States and of the State of Texas. I am a citizen of the United States eligible to hold such office under the constitution and laws of this state. I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote. I am aware of the nepotism law, Chapter 573, Government Code. I am aware that I must disclose any prior felony conviction, and if so convicted, must provide proof that I have been pardoned or otherwise released from the resulting disabilities of any such final felony conviction. I am aware that knowingly providing false information on the application regarding my possible felony conviction status constitutes a Class B misdemeanor. I further swear that the foregoing statements included in my application are in all things true and correct."					
		X <u>[Signature]</u> SIGNATURE OF CANDIDATE			
Sworn to and subscribed before me this the <u>11</u> day of <u>NOVEMBER</u> , <u>2023</u> , by <u>Brent Hagenbuch</u> . (day) (month) (year) (name of candidate)					
<u>[Signature]</u> Signature of Officer Authorized to Administer Oath <sup>4</sup> Notary		<u>Amee Giles Boyer</u> Printed Name of Officer Authorized to Administer Oath Notarial or Official Seal			
Title of Officer Authorized to Administer Oath					
TO BE COMPLETED BY CHAIR OR SECRETARY OF THE COUNTY EXECUTIVE COMMITTEE: THIS APPLICATION IS ACCOMPANIED BY THE REQUIRED FILING FEE PAID BY: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHECK <input type="checkbox"/> MONEY ORDER <input type="checkbox"/> CASHIERS CHECK OR <input type="checkbox"/> PETITION IN LIEU OF A FILING FEE <input type="checkbox"/> Voter Registration Status Verified					
This document and \$ <u>1250</u> filing fee or a nominating petition of <u>0</u> pages received. (See Section 1.007)					
<u>11/17/2023</u> Date Filed		<u>[Signature]</u> Signature of Chair or Designee Receiving Filed Application			
<u>11/20/2023</u> or <u>    </u> / <u>    </u> / <u>    </u> Date Accepted Date Rejected		<u>[Signature]</u> Signature of Chair or Secretary Upon Determination of Application			

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

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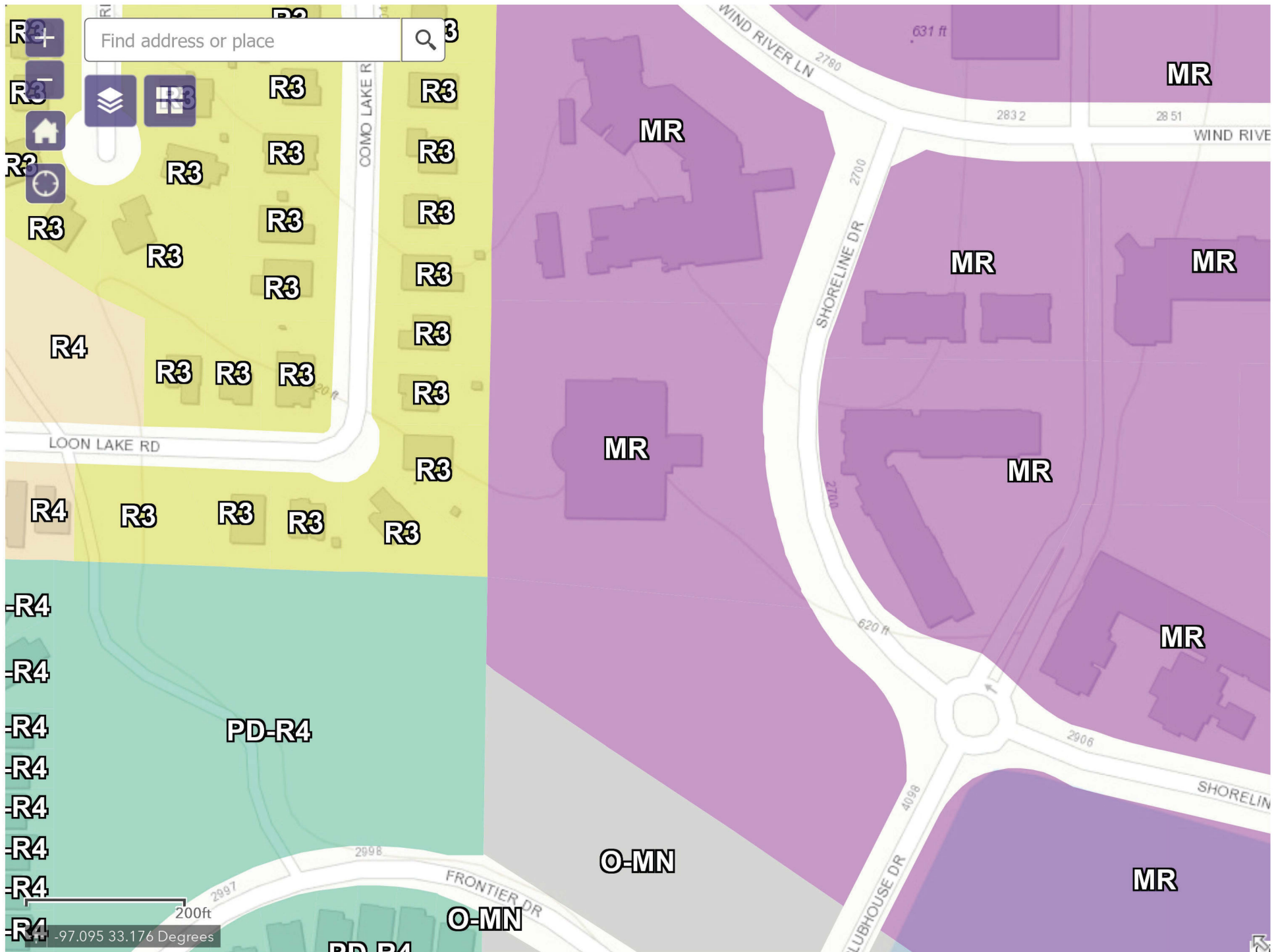
IN RE JACE YARBROUGH  
RELATOR

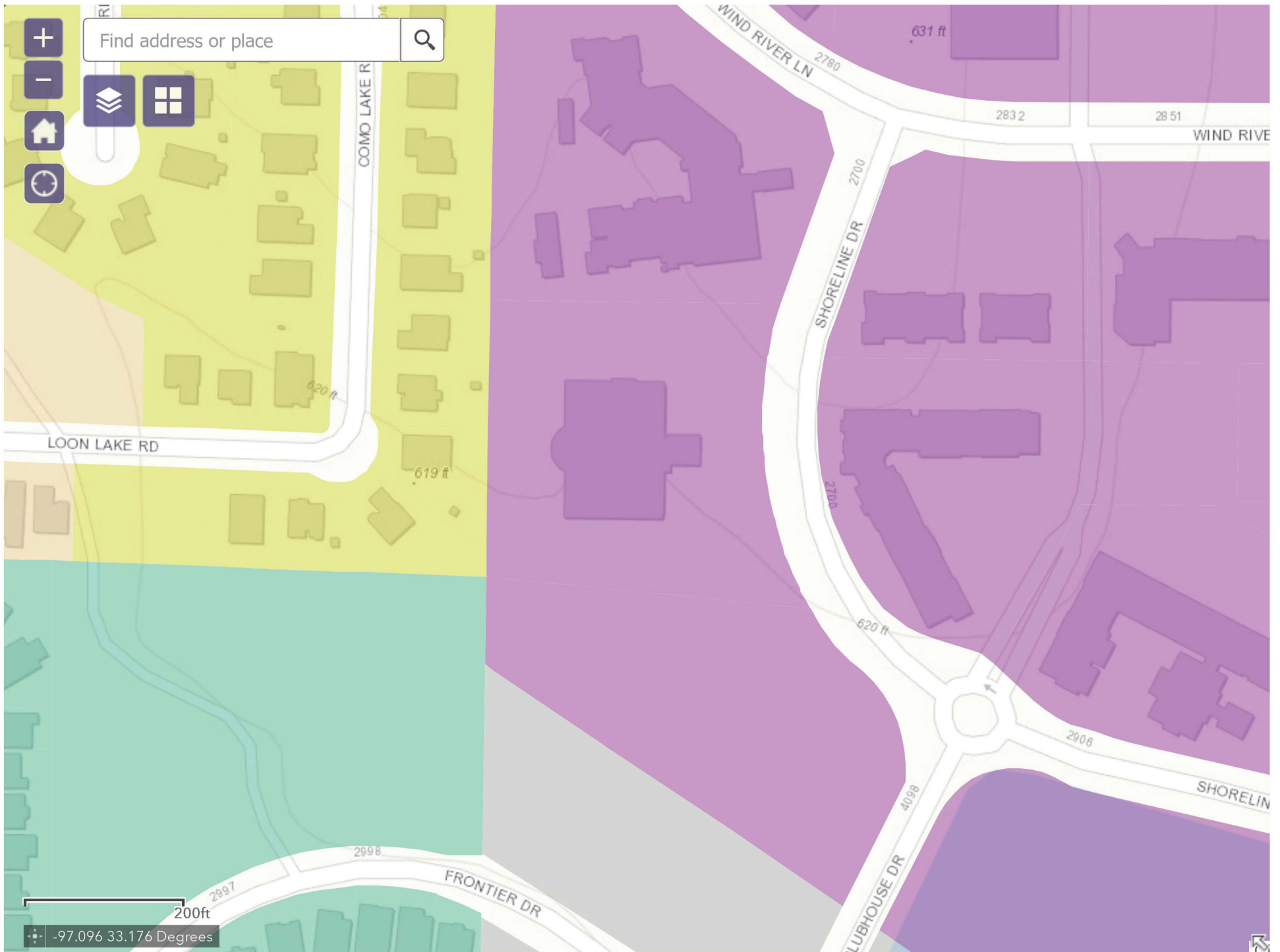
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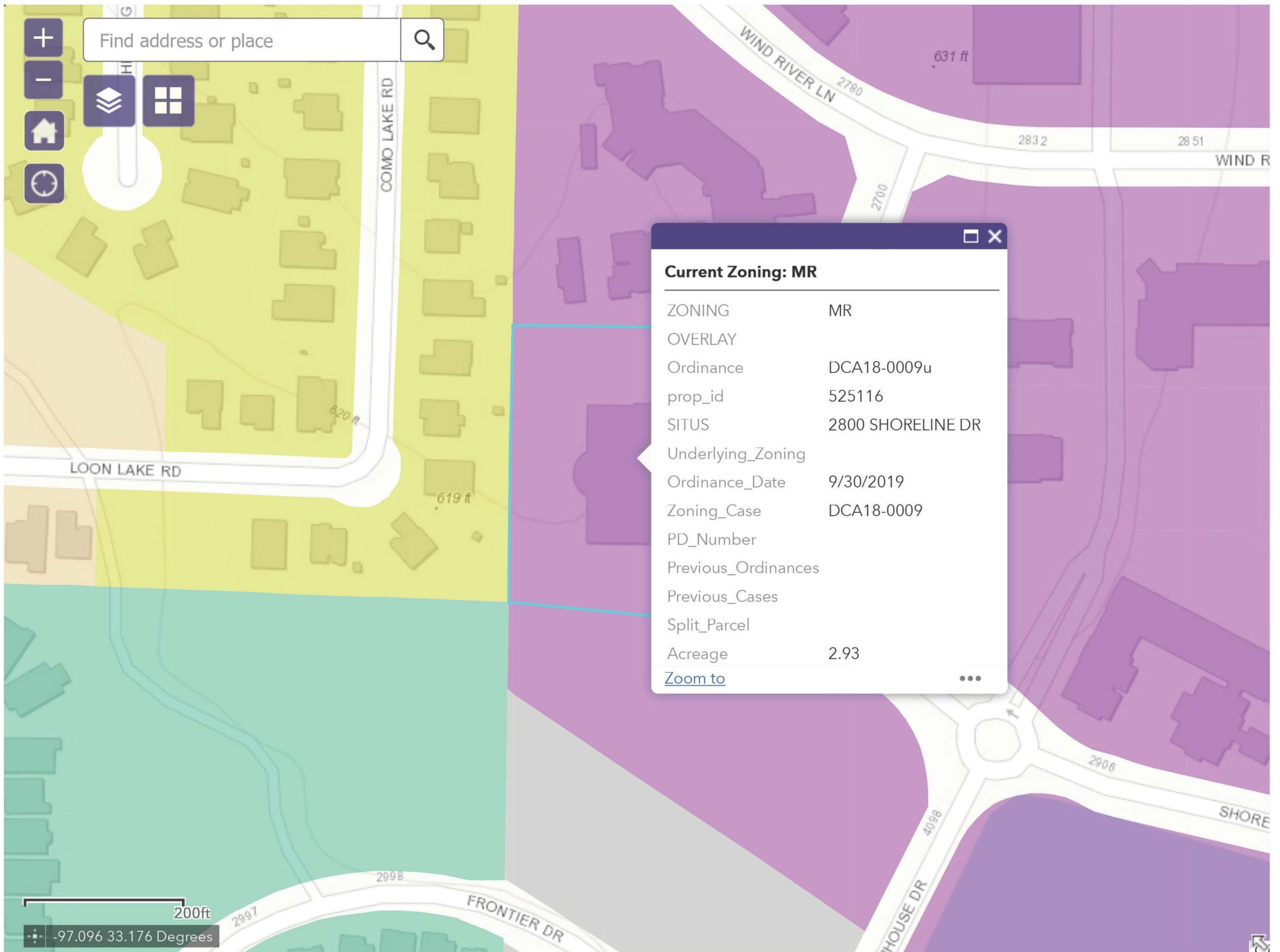
Original Proceeding

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**EXHIBIT 2 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**









Subject property

Residential

Residential

Residential

Residential

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

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IN RE JACE YARBROUGH  
RELATOR

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Original Proceeding

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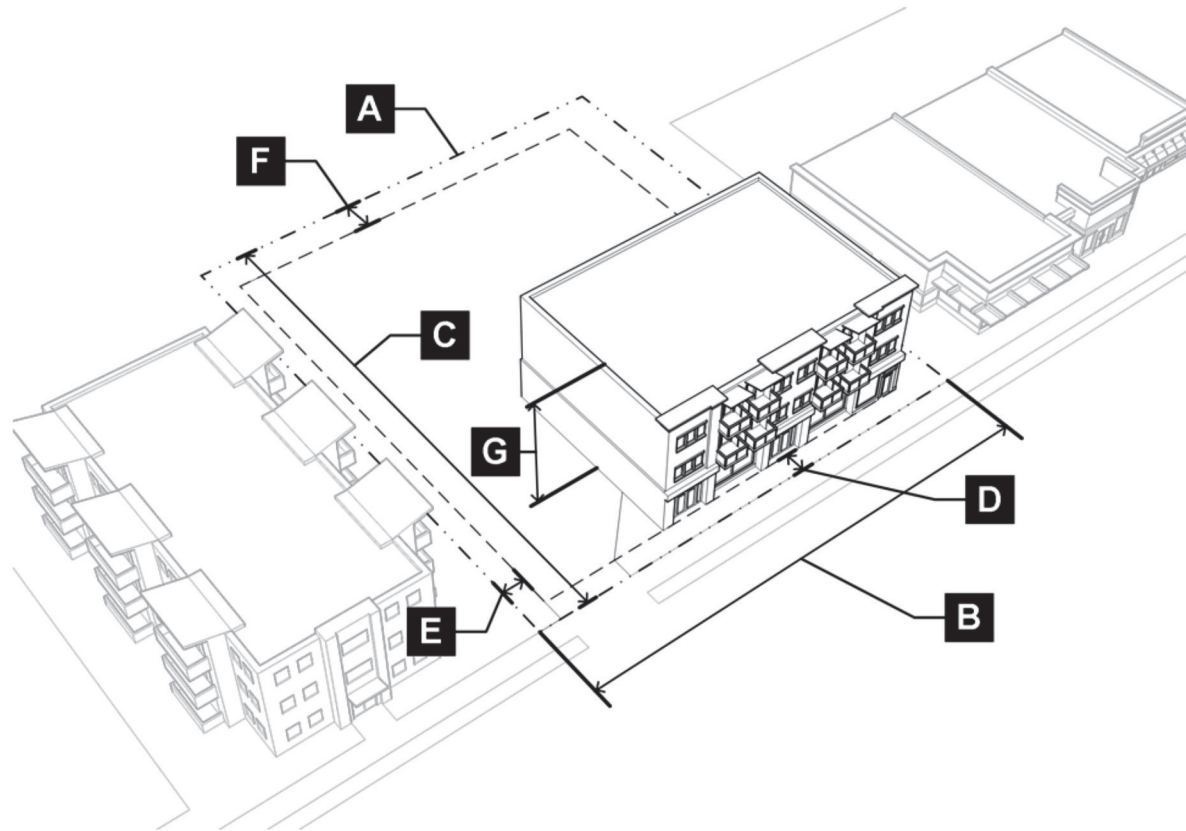
**EXHIBIT 3 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

### 3.3 - Mixed-Use Districts

#### 3.3.1 - MN - Mixed-Use Neighborhood.

- A. **Purpose.** The **MN** district is provided to support compatibility between higher-intensity mixed-use areas and adjacent residential and commercial areas. This district contributes to a vibrant environment for pedestrians and bicyclists and includes varying densities of residential, neighborhood-serving retail, restaurants, commercial, and office uses that are sensitive to the surrounding built and natural context in scale and form.

**Figure 3.3-A: MN District Dimensional Standards**



## B. MN District Dimensional Standards.

Table 3.3-A: MN District Dimensional Standards			
Dimensional Standards			Additional Standards
Lot Dimensions (minimum)			
A	Lot area	2,500 sq. ft.	3.7.2A: Minimum Lot Dimensions
B	Lot width	20 feet	
C	Lot depth	50 feet	
Setbacks (Minimum)			
D	Front yard	10 feet	3.7.3: Setbacks
E	Side yard	None [1]	
F	Rear yard	None [1]	
Other Standards			
G	Building height (maximum)	65 feet [1] [2]	3.7.5: Building Height

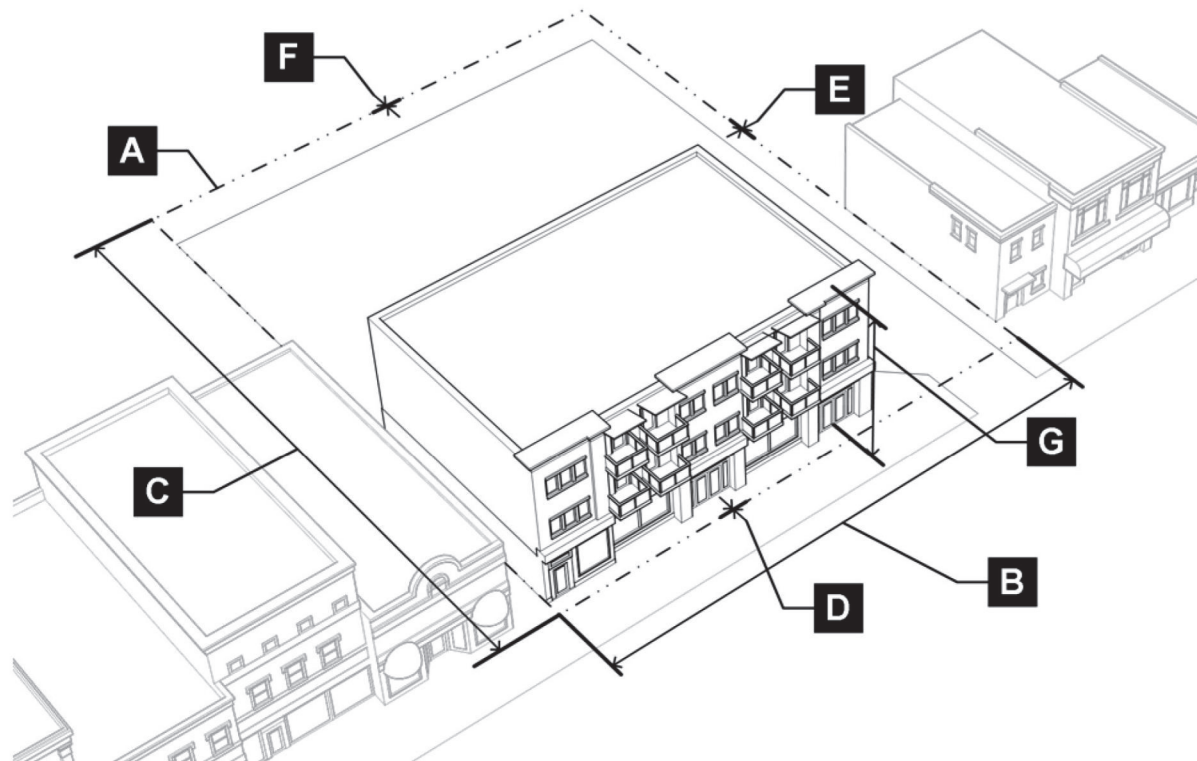
	Building coverage (maximum)	80 percent	<u>3.7.6</u> : Building Coverage
	Single-family detached dwelling, townhome, or duplex		If approved prior to October 1, 2019, see Section 1.5.2I: Applicability of this DDC to Existing Residential Uses and Structures
<b>Notes:</b>			
[1] Buildings adjacent to a Residential zoning district shall comply with the standards in Subsection <u>7.10.6</u> : Building Height in Transition Areas.			
[2] Buildings between 41 and 65 feet, adjacent to a residential zoning district (excluding Multifamily Dwelling use in the R7 Zoning District) or adjacent to an existing Single-Family Detached Dwelling, Townhome, or Duplex use, shall require a specific use permit pursuant to Subsection <u>2.5.2</u> : Specific Use Permit (SUP).			

(Ord. No. DCA22-0005a, § 2(Exh. A), 10-18-2022)

### 3.3.2 - MD - Mixed-Use Downtown Core.

- A. **Purpose.** The MD district is provided to allow for a variety of uses contributing to the economic viability of Downtown Denton. This district allows for moderate- and high-density residential, commercial, office, entertainment, and other uses tailored to encourage a greater level of activity while protecting the scale and strengthening the character of Downtown and Denton's historic core. This district contributes to a vibrant environment for pedestrians, bicyclists, and other modes of travel.

**Figure 3.3-B: MD District Dimensional Standards**



B. MD District Dimensional Standards.

Table 3.3-B: MD District Dimensional Standards			
Dimensional Standards			Additional Standards
Lot Dimensions (minimum)			
A	Lot area	None	3.7.2A: Minimum Lot Dimensions
B	Lot width	None	

C	Lot depth	None	
Setbacks (Minimum)			
D	Front yard	None	3.7.3: Setbacks
E	Side yard	None [1]	
F	Rear yard	None [1]	
Other Standards			
G	Building height (maximum)	100 feet [1] [2]	3.7.5: Building Height
	Building coverage (maximum)	100 percent	3.7.6: Building Coverage
	Single-family detached dwelling, townhome, or duplex		If approved prior to October 1, 2019, see Section 1.5.2I: Applicability of this DDC to Existing Residential Uses and Structures
Notes:			
[1] Buildings adjacent to a Residential zoning district shall comply with the standards in Subsection 7.10.6: Building Height in Transition Areas.			

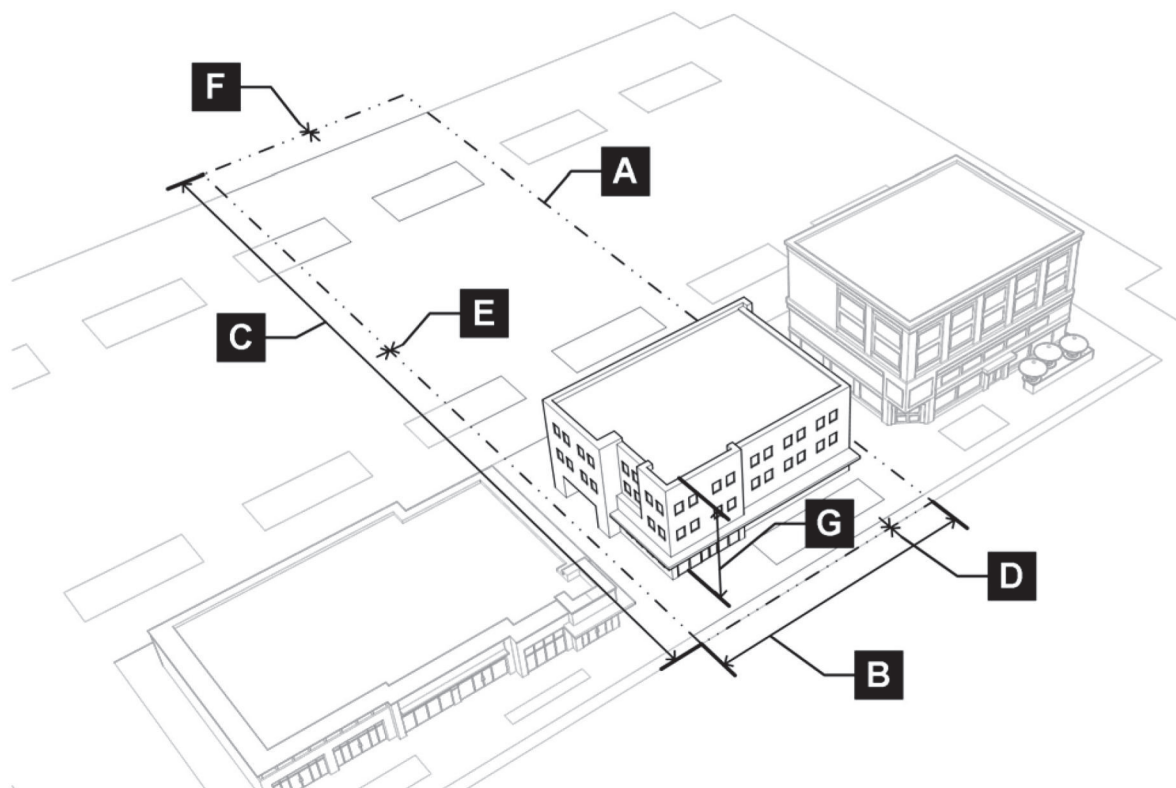
[2] Additional height may be allowed with a specific use permit pursuant to Subsection 2.5.2: Specific Use Permit (SUP), and a viewshed study, if such study clearly demonstrates that any views of the Historic Courthouse are not blocked by the new structure(s) additional height.

### 3.3.3 - MR - Mixed-Use Regional.

#### A. Purpose.

Development may include national retailers, employment, restaurants, entertainment venues, and housing at the highest levels of scale and density within the City. This district ensures that development will complement and embrace existing viable uses, and raise the standard of design to increase regional draw, accommodate greater connectivity and mobility options, and create a sense of place. The MR district may be established in areas with the greatest regional access and is sensitive to the adjacent built and natural context.

**Figure 3.3-C: MR District Dimensional Standards**



B. MR District Dimensional Standards.

Table 3.3-C: MR District Dimensional Standards			
Dimensional Standards			Additional Standards
Lot Dimensions (minimum)			
A	Lot area	None	3.7.2A: Minimum Lot Dimensions
B	Lot width	None	

C	Lot depth	None	
Setbacks (Minimum)			
D	Front yard	None	3.7.3: Setbacks
E	Side yard	None [1]	
F	Rear yard	None [1]	
Other Standards			
G	Building height (maximum)	100 feet [1] [2]	3.7.5: Building Height
	Building coverage (maximum)	90 percent	3.7.6: Building Coverage
	Single-family detached dwelling, townhome, or duplex		If approved prior to October 1, 2019, see Section 1.5.2I: Applicability of this DDC to Existing Residential Uses and Structures
Notes:			
[1] Buildings adjacent to a Residential zoning district shall comply with the standards in Subsection 7.10.6: Building Height in Transition Areas.			

[2] Additional height may be allowed with a specific use permit pursuant to Subsection 2.5.2: Specific Use Permit (SUP).

### 3.3.4 - Summary Table of Mixed-Use Dimensional Standards.

Table 3.3-D: Mixed-Use Districts Dimensional Standards				
Dimensional Standards	MN	MD	MR	Additional Standards
Lot Dimensions (Minimum)				
Lot area	2,500 sq. ft.	None	None	3.7.2A: Minimum Lot Dimensions
Lot width	20 feet	None	None	
Lot depth	50 feet	None	None	
Setbacks (Minimum)				
Front yard	10 feet	None	None	3.7.3: Setbacks
Side yard	None [1]	None [1]	None [1]	
Rear yard	None [1]	None [1]	None [1]	

Other Standards				
Building height (maximum)	65 feet [1] [2]	100 feet [1] [3]	100 feet [1] [4]	<a href="#">3.7.5: Building Height</a>
Building coverage (maximum)	80 percent	100 percent	90 percent	<a href="#">3.7.6: Building Coverage</a>
Single-family detached dwelling, townhome, or duplex	If approved prior to October 1, 2019, see Section 1.5.2I: Applicability of this DDC to Existing Residential Uses and Structures			
Notes:				
[1] Buildings adjacent to a Residential zoning district shall comply with the standards in Subsection <a href="#">7.10.6: Building Height</a> in Transition Areas.				
[2] Buildings between 41 and 65 feet shall require a specific use permit pursuant to Subsection <a href="#">2.5.2: Specific Use Permit (SUP)</a> .				
[3] Additional height may be allowed with a specific use permit pursuant to Subsection <a href="#">2.5.2: Specific Use Permit (SUP)</a> , and a viewshed study, if such study clearly demonstrates that any views of the Historic Courthouse are not blocked by the new structure(s) additional height.				
[4] Additional height may be allowed with a specific use permit pursuant to Subsection <a href="#">2.5.2: Specific Use Permit (SUP)</a> .				



No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

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IN RE JACE YARBROUGH  
RELATOR

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Original Proceeding

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**EXHIBIT 4 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

# CORPORATE APARTMENT SUBLEASE

I. **THE PARTIES.** This is an agreement to sublet real property ("Sublease") entered into on OCTOBER 2, 2023, by and between:

SUBLESSOR(S): NEAT ("Sublessor"),

AND

SUBLESSEE(S): BRENT HAGENBUCH ("Sublessee").

The Sublessor agrees to sublet, and the Sublessee agrees to take possession of the property that is located and described as: 2800 SHORELINE DR DENTON, TX 76210 ("Premises") under the following terms:

II. **TERM.** Tenancy of this Sublease shall begin with the Sublessee taking possession on \_\_\_\_\_, 20\_\_\_\_ and ending on the INDEFINITE,

III. **RENT.** The Sublessee agrees to pay rent under this Sublease in the amount of \$1.00 payable at the END of each quarter to the Sublessor.

IV. **SECURITY DEPOSIT.** The Sublessor shall require a Security Deposit in the amount of \$0 that will be paid at the beginning of the term ("Security Deposit") by the Sublessee. Any damage or repairs needed at the end of the term due to the Sublessee shall be credited against the Security Deposit. Any reason for retaining a portion of the Security Deposit shall be explained in writing when returning the funds to the Sublessee. The funds shall be sent to the Sublessee within NA days after the Sublease has ended with the Sublessee vacating the Premises along with their possessions.

V. **UTILITIES.** The Sublessor agrees to pay for the following utilities and services:

NA

All other utilities or services shall be the responsibility and expense of the Sublessee.

VI. **MOVE-IN CHECKLIST.** At the time of taking possession of the Premises by the Sublessee, the Sublessor and Sublessee: (check one)

☐ - **SHALL BE REQUIRED** to complete a move-in checklist that provides a detailed accounting of the condition of the Premises including, but not limited to, repairs needed, water damage, or material defects. This is recommended in order to protect the Security Deposit of the Sublessee.

☒ - **SHALL NOT BE REQUIRED** to complete a move-in checklist that provides a detailed accounting of the condition of the Premises unless otherwise required by law.

**VII. LEAD-BASED PAINT.** The Premises: (check one)

☐ - Was built **BEFORE** 1978 and a Lead-Based Paint Disclosure shall be attached to this Sublease.

☒ - Was built **AFTER** before 1978 and a Lead-Based Paint Disclosure is not required to be attached to this Sublease.

**VIII. SMOKING POLICY.** Smoking on the Premises: (check one)

☐ - Is **ALLOWED** in the following areas: \_\_\_\_\_

☒ - Is **NOT ALLOWED** in the Premises or any common areas.

**IX. LIABILITY.** Sublessee agrees to surrender and deliver to the Sublessor the Premises, including all furniture and decorations within the Premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Sublessee will be liable to the Sublessor for any damages occurring to the Premises, the contents thereof, the living areas, including any common spaces. All actions conducted by any guests of the Sublessee are the responsibility and liability of the Sublessee.

**X. GUESTS.** There shall be no other person(s) living on the Premises other than the Sublessee. Guests of the Sublessee are allowed for periods not lasting for more than forty-eight hours unless otherwise approved by the Sublessor.

**XI. DISPUTES.** If a dispute arises during or after the term of this Sublease between the Sublessor and Sublessee, they shall agree to hold negotiations amongst themselves before any litigation.

**XII. WRITTEN AGREEMENT.** This Sublease constitutes the sole agreement between the Sublessor and Sublessee with no additions, deletions, or modifications that may be

accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

**XV. LANGUAGE.** The words "Sublessor" and "Sublessee" as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

**XVI. ORIGINAL COPIES.** Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

**XVII. GOVERNING LAW.** This Sublease shall be bound to the laws in the State where the Premises is located.

**XVIII. ADDITIONAL TERMS AND CONDITIONS.** NA

**XIX. SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XX. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of all parties on these matters, superseding any previous agreement between them.

Sublessor's Signature: Craig A. Bishop

Date: 10-3-23

Print Name: CRAIG A. BISHOP

Sublessee's Signature: Brent Hagensbuch

Date: 10/3/23

Print Name: BRENT HAGENSBUCH

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

---

Original Proceeding

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**EXHIBIT 5 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

2301 SHORELINE DR. DENTON 76210

HAGENDIJK BRENT A

Date Image Scanned  
11/21/2023

**Texas Voter Registration Application**  
 Approved by the Office of the Secretary of State  
 Please complete sections by printing LEGIBLY. If you have any questions about how to fill out this application, please call your local voter registrar.

**1 These Questions Must Be Completed Before Proceeding (check one)**  
☐ New Application  
☒ Change of Address, Name, or Other Information  
☐ Request for a Replacement Card

Are you a United States Citizen? ☒ Yes ☐ No  
 Will you be 18 years of age on or before election day? ☒ Yes ☐ No

Are you interested in serving as an election worker? ☐ Yes ☒ No

**2** Last Name (include suffix if any) HAGENRICH BRETT Middle Name (if any) A. Former Name (if any)

**3** Residence Address: Street Address and Apartment Number (if any), direction where you live. (Do not include P.O. Box, Rural Rt. or Business)  
2800 SHORELINE DR  
DEWON TX 76210 County DEWON City DEWON State TEXAS  
 Zip Code 76210

**4** Mailing Address: Street Address and Apartment Number (if mail cannot be delivered to your residence address)  
2800 SHORELINE DR  
DEWON TX 76210 County DEWON City DEWON State TEXAS  
 Zip Code 76210

**5** City and County of Former Residence in Texas  
LITTLE ELM DEWON COUNTY

**6** Date of Birth: [REDACTED] Gender (Optional) ☒ Male ☐ Female  
 Telephone Number (Optional) [REDACTED] Includes Area Code

**7** Texas Driver's License No. or Texas Personal ID. [REDACTED] ☒ No Texas Driver's License or Personal Identification, give last 4 digits of your Social Security Number XXX-XX-XXXX

**8** I have not been issued a Texas Driver's License/Personal Identification Number or Social Security Number. ☐

**9** I understand that giving false information to procure a voter registration is perjury, and a crime under state and federal law. Conviction of this crime may result in imprisonment up to one year in jail, a fine up to \$4,000, or both. Please read all Texas statements to affirm before signing.  
☐ I am a resident of this county and a U.S. citizen;  
☐ I have not been finally convicted of a felony, or if a felon, I have completed all of my punishment including any term of incarceration, parole, supervision, period of probation, or I have been pardoned; and  
☐ I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.

**10** Signature of Applicant or Agent and Relationship to Applicant or Printer Name of Applicant if Signed by Witness and Date  
[Signature] Date 11/13/23

Scan Date = 11/21/2023

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

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Original Proceeding

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**EXHIBIT 6 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**



# THE MARTINO GROUP

## REQUIREMENT OF RENTER'S LIABILITY INSURANCE

Property: Urban Square Apartments

Apartment Number: 1-317

Resident(s): Brent Hagenbuch, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

**1. Acknowledgments Concerning Liability Insurance.** Resident acknowledges all of the following:

- (a) Owner's property and liability insurance does not protect Resident or Resident's guests or invitees against loss or damage to personal property or cover Resident's liability for loss or damage caused by the actions of Resident or Resident's guests or invitees.
- (b) Resident may be liable to Owner and others for loss or damage caused by the actions of Resident or Resident's guests or invitees.
- (c) Resident must maintain a renter's or liability insurance policy, which provides limits of liability in an amount not less than \$100,000.
- (d) Liability insurance does not protect Resident against loss or damage to Resident's personal property. It is Resident's responsibility to ensure that Resident maintains renter's insurance that adequately covers Resident's personal property.
- (e) Owner's Management Agent has informed Resident of an insurance program that provides Resident with an opportunity to purchase renter's insurance and/or liability insurance policies from ResidentShield. If Resident has any questions regarding ResidentShield, Resident should contact ResidentShield directly by calling 1-800-566-1186 or visiting [www.ResidentShield.com](http://www.ResidentShield.com).  
**Resident is under no obligation to purchase Resident's required insurance through ResidentShield. ResidentShield is not owned or operated by Owner or Owner's Management Agent. The employees of Owner and Owner's Management Agent are not licensed insurance agents.**

**2. Evidence of Insurance Coverage.**

- (a) Resident is encouraged to contact ResidentShield regarding purchasing a renter's insurance and liability insurance policy. Until such time as Resident provides the evidence of insurance described in Section 2(b) below, Resident agrees to pay an additional \$\_\_\_\_\_ per month to Owner in connection with Owner adding Resident as an "additional insured" to an insurance policy maintained by Owner. Resident agrees to provide any information and other cooperation needed for claims to be made under such insurance policy. Resident understands that: (i) the liability coverage provided by this insurance policy may be less extensive than a personal liability insurance policy or the liability coverage afforded to the "tenant" by a renter's insurance policy; and (ii) this insurance policy does not include any property insurance for Resident's personal property (see Section 1(d) above).
- (b) Prior to move-in or at any time during the Lease Term, Resident may, on a going forward basis, opt out of the additional monthly amount described in Section 2(a) by providing Owner's Management Agent with written proof that Resident has purchased renter's or liability insurance



# THE MARTINO GROUP

from ResidentShield or another insurance company licensed to do business in Wisconsin. Such evidence must indicate that Owner's Management Agent has been named as an "interested party" on the insurance policy so that Owner's Management Agent will receive notices of the policy's pending cancellation or actual cancellation. If during the Lease Term, Owner's Management Agent has any reason to believe that Resident's insurance has been cancelled or expired, Resident shall again be required to pay the additional monthly amount in Section 2(a) until Resident provides Owner's Management Agent with evidence of replacement insurance that satisfies the requirements of this Section 2(b).

**3. Subrogation Allowed.** Resident and Owner agree that subrogation is allowed by all parties.

<sup>DS</sup>  
<sup>BT</sup> **I AGREE TO OBTAIN AND MAINTAIN RENTER'S INSURANCE DURING MY DURATION AT THE MARTINO GROUP.**

<sup>DS</sup>  
<sup>BT</sup> **I ALREADY HAVE RENTER'S INSURANCE:** My current policy provides for at least \$100,000 coverage required by The Martino Group. I have contacted my insurance provider to update your policy to include Urban Square Apartments as an interested party with the PO Box below. I have provided The Martino Group with a copy of my policy's 'declaration' page and the policy declaration page contain the policy effective date, coverage amounts, policy number, expiration date, and lists Urban Square Apartments as an interested party.

**Urban Square Apartments  
PO Box 3687  
Coppell, TX 75019**

**I DO NOT CURRENTLY HAVE RENTER'S INSURANCE AND AGREE TO BUY RENTER'S INSURANCE THROUGH RESIDENTSHIELD:** We recommend you visit our preferred vendor [www.ResidentShield.com](http://www.ResidentShield.com) for a quote and to obtain coverage, or you may secure your coverage elsewhere. You can also purchase personal contents insurance for a small additional fee. To enroll in the ResidentShield plan, feel free to visit the website above or contact the ResidentShield customer service team at 1-800-566-1186. Coverage can begin with ResidentShield immediately, and our office will receive an automatic notification of your online policy purchase.

<sup>DS</sup>  
<sup>BT</sup> **I UNDERSTAND THAT IF I DO NOT OBTAIN RENTER'S INSURANCE, IF I DO NOT RENEW MY POLICY AT THE END OF THE POLICY TERM, IF I CANCEL MY POLICY AT ANY TIME, OR IF THERE IS ANY INTERRUPTION IN MY POLICY WHILE I'M AT Epic Apartments, I WILL BE Added TO THE PROPERTY'S MASTER POLICY AND CHARGED A PREMIUM.**

*Our Master Policy does not protect you against any loss of your personal property. If you purchase renter's insurance through another party other than Resident Shield and your policy lapses or is cancelled, you will automatically be added to our master policy and charged an additional fee until there is proof the residents' policy is renewed or a new policy is purchased. Our master policy does not protect your possessions, it only protects the property of Urban Square Apartments.*

The Martino Group is working with a leading insurance company to offer you high quality, low cost insurance protection. The ResidentShield insurance products offer affordable coverage options designed specifically for residents of professionally managed apartment communities. At your option, you may



choose to enroll in one of the available products offered to residents of this pre-qualified community or alternatively, you may secure your own coverage with an insurance company of your choosing.

IN WITNESS WHEREOF, THESE PARTIES HAVE EXECUTED THIS ADDENDUM TO THE LEASE:

DocuSigned by:  
Brent Hagenbach 11/29/2023  
\_\_\_\_\_  
**Resident Signature** **Date**

\_\_\_\_\_  
**Resident Signature** **Date**

\_\_\_\_\_  
**Resident Signature** **Date**

\_\_\_\_\_  
**Resident Signature** **Date**

\_\_\_\_\_  
**Guarantor Signature** **Date**

DocuSigned by:  
Emilee Perry 11/28/2023  
\_\_\_\_\_  
**Owners Representative Signature** **Date**



**Key Fob Addendum**

Each lease holder occupying the apartment shall be provided one key fob. Should additional remote(s) be requested, a fee of \$50.00 will be required before an additional remote is issued. Should a key fob be lost, stolen, or damaged in any way (sun, heat & etc.) or not returned at move-out, resident(s) will be charged \$100.00 for each replacement/unreturned key fob. Resident(s) understands that the key fob they are receiving is in good working condition.

Key Fob #: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

DocuSigned by:  
Brent Hagenbach  
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11/29/2023  
Signatures of all Residents      Date

DocuSigned by:  
Emylee Perry  
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11/28/2023  
Signature of Owner's Representative      Date

\_\_\_\_\_  
Signatures of all Residents      Date





## Covered Parking Addendum

This Addendum is made part of the Lease Agreement for the apartment located at 3202 Unicorn Lake Blvd Apt# 317. This Lease Agreement is dated November 28 2023 by and between: Urban Square and Brent Hagenbuch. Tenant shall have the right to occupy Covered Parking Space # n/a for the sum of \$ 0.00 per month to be paid with your monthly rent payments.

- Urban Square assumes no liability for theft, collision, fire, or damage of any kind.
- In no event shall Urban Square assume liability for loss or damage of any articles left in Tenant's vehicle.
- Tenant shall use the parking space at Tenant's own risk and agrees to hold Urban Square harmless from any and all claims.
- Tenant must give a 30 day written notice when forfeiting covered parking space.
- \$25.00 fee for an UNRETURNED or REPLACEMENT PERMIT
- Parking Permit must be hung from the rearview mirror so that it is clearly visible.
- **It is the Tenants' responsibility to request unauthorized vehicles parked in their reserved parking spot to be towed at the unauthorized vehicle owner's expense by calling On The Road Again at 940-565-0777. Please note, On The Road Again has the exclusive right to tow unauthorized vehicles from our parking lot and is the only company permitted to provide towing services to our community.**

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Resident Signature Date

DocuSigned by:  
 11/28/2023  
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Signature of Owner's Representative Date

Resident Signature Date

### VEHICLE INFORMATION:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate #: \_\_\_\_\_ Tag #: \_\_\_\_\_





## Pest Control

Urban Square will provide pest control services quarterly at a monthly fee of **\$5.00**. In the event that pest control services are needed for individual units between regularly scheduled visits, interim service will be provided at no additional cost to Tenants upon written request.

Notification of regularly scheduled service will be sent to residents not less than 24 hours before pest control enters your home.

Pest Control will treat for ants, roaches, spiders, beetles and other typical household bugs, however, bed bugs and fleas are excluded from regular pest control care as these pests require a more intensive treatment.

### **You must notify Management promptly:**

- Of any known or suspected bed bug infestation or presence in the dwelling or in any of your clothing, furniture, or personal property.
- If you discover any condition or evidence that might indicate the presence of bed bugs, or of any confirmation of bed bugs by a licensed pest control professional.

*Discovery of bed bugs in your unit will require a thorough inspection of all adjacent units. The apartment deemed to be the source of the infestation will be financially responsible for the cost of treatment in that apartment as well as all adjacent units confirmed to have bed bugs.*

### **Tips for Pest Control Service**

1. Remove all food, utensils, dishes, and food containers from countertops and floors.
2. Remove all animal food bowls until at least 30 minutes after the pest control treatment is complete (to give the materials time to dry and time for any odors to dissipate).
3. Because of the possibility of fumes during application, we suggest that no person or animal be in the apartment during the pest control application.

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Signatures of all Residents      Date

\_\_\_\_\_  
Signatures of all Residents      Date

DocuSigned by:  
 11/28/2023  
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Signature of Owner's Representative





## Fitness Center Rules

**Urban Square is not responsible for any accidents or injuries sustained while utilizing the equipment in the fitness center. Improper use of the equipment is prohibited and will result in a lease violation or further action.**

### Hours

Open 24 hours daily.

### Rules & Regulations

1. The fitness center is to be used at your own risk.
2. Persons under the age of 16 should not be permitted on the equipment at any time.
3. Rubber-soled shoes and shirts must be worn at all times while using the fitness center.
4. "Horseplay," fighting, dangerous conduct, and any other activity that may be disruptive to other residents is not permitted.
5. Please be considerate of others and wipe down all machines when you are finished.
6. Food and alcoholic beverages are not permitted at any time. Closed plastic beverage containers are permitted.
7. Smoking is prohibited.
8. Pets are not allowed in the fitness center.
9. Secure all of your personal belongings. Urban Square is not responsible for any lost or stolen items.
10. Please report all equipment malfunctions to the Management Team.
11. Guests must be accompanied by a resident 18 years or older.

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Brent Hagenbach 11/29/2023  
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Signatures of all Residents      Date

\_\_\_\_\_  
Signature of all Residents      Date

DocuSigned by:  
Emilee Perry 11/28/2023  
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Signature of Owner's Representative      Date



Effective 03/24/2017



## Pool Policies

The pool is provided for the enjoyment of ALL residents. Please help us keep the pool and pool area clean and safe by remembering the following policies:

- **Pool Area Hours are Monday – Sunday 10am -10pm**
- Persons under the age of 14 should be accompanied in the pool area at all times by a resident 18 years of age or older.
- No diving allowed
- No loud music, running, rough play, or other disruptive actions.
- **Alcoholic beverages of any kind are prohibited in the pool area.**
- No glass or sharp objects in the pool area.
- Pets are not allowed in the pool area.
- **No smoking in the pool area.**
- Only proper swimming attire is permitted. No cut-offs or jeans in the pool.
- Guests must be accompanied by a resident 18 years of age or older.
- **Pool furniture is not permitted in the pool.**
- Swim at your own risk. No life guard on duty. Management assumes no responsibility for accidents or injuries in connection with the use of the pool, pool area, or community grills.

In case of emergency, dial 911.

Thank you for your cooperation and consideration for your neighbors!

DocuSigned by:  
Brent Hagenbuch 11/29/2023  
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Resident Signature Date

\_\_\_\_\_  
Resident Signature Date





### SUMMARY OF CLEANING AND DAMAGE CHARGES

Property: Urban Square Apartments Apartment Number: 1-317  
 Resident(s): Brent Hagenbuch, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Keys Received: \_\_\_\_\_ Apartment \_\_\_\_\_ Mail \_\_\_\_\_ FOB/Opener \_\_\_\_\_

This Move-out Inspection Addendum is attached to, and made part, of the Apartment Lease Contract. The apartment is inspected after the Resident has completely moved out. If the move out is completed during regular business hours, a representative of the property will be available to walk the home with the Resident(s). It is the Resident's responsibility to schedule walking the apartment home with the management staff ahead of time. If, after the move out inspection, the apartment does not meet the requirements, charges will be made as shown below. The prices quoted are indicative of the approximate average charge per item described.

**Kitchen and Bath Cleaning:** (these are only estimated cost. Actual cost could be more or less depending on extent of damage)

Sweep and Mop all Floors	\$20 Minimum per room
Oven and Stove Top	\$35 and up
Refrigerator (completely emptied/wiped down/cleaned inside and out)	\$35 and up
Cabinets & Drawers (interior & exterior cleaned & wiped down)	\$10 and up each
Sinks and Counter tops	\$20 Minimum per room
Range Hood	\$20 and up
Microwave	\$15 and up
Dishwasher	\$10 and up
Drip Pans	\$5 each
Disposal (must be cleaned & free of debris)	\$15 and up
Commode	\$10 and up
Tub and Shower	\$30 and up
Mirrors	\$10 and up
Closets	\$10 and up
Fireplace (ashes removed & inside wiped down)	\$30 minimum

**Floors:**

Vacuuming of Pet Hair	\$25 and up per room
Carpet-Heavy clean	\$50 and up
Carpet-Excessive Clean	\$100 and up
Carpet-Repairs	Cost to repair
Carpet-Replacement	Cost to replace
Topical Pet Treatment	\$100
Pet Seal to Concrete	\$150
Removal of Cooking/Pet/Smoke Odor	\$150
Vinyl or Tile-Damage	Cost to replace/repair

**Walls:**

All walls should be cleaned and free of any markings	\$20 per wall
All doors and trim should be wiped down (including baseboards)	\$15 per door/room
Walls needing to be painted	\$20 per wall
Custom paint jobs/accent walls (restored to original color)	\$25 per hour



Sheetrock repair	\$15 per hole/area
<b><u>Trash and Furniture Removal:</u></b>	
All trash must be removed from the home	\$25 per bag
Furniture Removal	\$75 per item
<b><u>Doors, Blinds, &amp; Windows:</u></b>	
Missing or Damaged Blinds	\$20 per window Minimum
	\$50 per door (blinds)
Blinds Clean and Working	\$10 per window
Windows Clean	\$15 per window
Damaged or Broken Window	\$50 per window
Window Screens	\$50 and up
Interior Doors	\$95 and up
Exterior Doors	\$195 and up
<b><u>Non Returned Items:</u></b>	
Keys (Apartment & Mail)	\$10 per key
Replace or Lock Out	\$50 per lock
Key Fobs	\$35 card or opener
Parking Permit	\$50 per sticker
<b><u>Repair/ Replace Other Items:</u></b>	
AC Filter	\$10 per filter
AC Return Vent Cover	\$10 per vent
Smoke Detector (removed or replace)	\$10 and up
Light Bulbs	\$10 per light
Light Fixtures	Cost to replace
Resurface Bathtub	\$120
Resurface Kitchen or Bath Counter	\$95 and up

**General:**

After we receive your written notice, Management may need to enter your home at various times to show it to prospective tenants so that they may see the layout. We may do a pre-move out inspection, as well. You will be notified in advance if we must to show your home.

DocuSigned by:  
  
 Resident's Signature

11/29/2023

Date

Resident's Signature

Date

Resident's Signature

Date

Resident's Signature

Date

DocuSigned by:  
  
 Management Representative Signature

11/28/2023

Date





## Community Policies

### ACCEPTANCE OF PACKAGES

As a courtesy, Management will accept packages that are delivered to the Leasing Office on behalf of Residents. Management is not liable for damaged or lost packages. It is the Residents' responsibility to track their own packages. If you are expecting a package, please refer to your tracking number to ensure it has been delivered prior to contacting the leasing office to confirm delivery. Packages that have been delivered and are unclaimed for 7 or more days may be returned to the sender.

### ZERO TOLERANCE POLICY

**\*DISRUPTIVE BEHAVIOR-**Disruptive behavior IS NOT TOLERATED. This includes but is not limited to loud music, fighting, graffiti, loitering outside of your apartment, domestic disputes, and any other behavior that might disturb your neighbors or other residents on the property. Loitering is considered two or more people gathered in any area outside your apartment for leisure or any activity other than entering and exiting your apartment (with exception for use of the community amenities). Anything that can be heard outside of your apartment is also considered disruptive behavior.

**\*ALCOHOL-**Alcohol outside of your apartment IS NOT TOLERATED. Consumption of alcohol anywhere on the property other than inside your apartment is prohibited AT ALL TIMES.

**\*SMOKING-**Smoking of any kind is strictly prohibited anywhere in the building, pool area, hallways, patios, and inside apartments. Our policy requires you to be 30ft or more away from the building if you are smoking. Violation of this policy will result in a \$100.00 fine and a lease violation. In addition, smoking marijuana on these premises is illegal and may result in eviction.

**\*ILLEGAL ACTIVITY-**Illegal activity of any type will result in police action and IMMEDIATE EVICTION. This includes, but is not limited to vandalism, illegal drug use or any activity pertaining to illegal drugs, graffiti, burglary, public intoxication, and any other illegal activity not mentioned here.

### MAINTENANCE

All maintenance requests must be made in writing. Please include a detailed description and location of the problem, your apartment number, phone number, and your address (3202 Unicorn Lake Blvd OR 2801 Shoreline Dr.) when submitting your request. This may be achieved by visiting our website at [www.urbansquaredenton.com](http://www.urbansquaredenton.com) and selecting the link for Repair Request, submitting an email directly to our Management Team, or submitting a handwritten request for repairs to our Team in the leasing office. Verbal maintenance requests will not be accepted. Maintenance requests will be responded to in the order they are received except in emergency situations. The following are examples of maintenance emergencies that will be prioritized first:

**\*A/C or Heater-** If the A/C or Heater is not working properly and the temperature is above 85 degrees or below 55 degrees inside your apartment, it is considered an emergency.

**\*Leaks/Floods-** It is considered an emergency if there is a leak or flood that could cause damage to the property and/or toilet stoppages if there is only one toilet in the apartment. When possible, we ask that you turn the water off at the source until we are able to respond. Maintenance requests for toilets that are running are not considered emergencies and will be responded to in the order they are received. In order to avoid increased water bills, turn off the water to the toilet at the base when it is not in use until we are able to respond.

**\*Fire-** It is considered an emergency anytime there is a fire. First, call 911, then contact our office or emergency maintenance line.

All other afterhours maintenance emergency calls will be assessed to determine the nature of the emergency and whether or not an afterhours response is necessary. If it is deemed a non-emergency, the maintenance request will be responded to the following business day. To reach emergency maintenance, call our office at (940) 220-5503 and follow the prompts to reach the emergency maintenance line. In your message, be sure to include the nature of the emergency, your name, apartment number, address (3202 Unicorn Lake Blvd OR 2801 Shoreline Dr.), and a good phone number for maintenance to reach you at.

**\*Light Bulbs and Smoke Detectors-** Residents are responsible for purchasing light bulbs and 9V batteries for all fixtures and smoke detectors as needed throughout their tenancy at Urban Square. For your convenience, you may purchase batteries and/or light bulbs from our leasing office for \$5.00 each, or you may purchase them from the distributor of your choice. If you desire assistance physically replacing the light bulbs and batteries due to the height of their location, our Maintenance Team will be available to assist with a proper written maintenance request.

**\*A/C Filters-** Residents are responsible for replacing the A/C filter in their apartment at least once quarterly but preferably once every 60 days or less. For your convenience, filters may be purchased in our leasing office for \$5.00, or you may purchase them at a distributor of your choice. We request that pleated filters not be used as they tend to damage the A/C unit. Fiber glass filters allow more air flow and help sustain the lifespan of the A/C unit. Our Maintenance team performs quarterly filter checks to ensure filters are being changed accordingly. During these checks, Maintenance will replace any filters that are in need of replacement and a \$35.00 charge will be added to your account.



**PARKING RULES**

Inoperable or unauthorized vehicles will be towed at the vehicle owner's expense. Inoperable vehicles include any vehicle that is on jacks or cinder blocks, has flat tires or is missing a wheel(s), is leaking oil or fluids, has not been moved for a substantial amount of time, or is otherwise clearly inoperable. Unauthorized vehicles include large recreational vehicles (RV/Campers), semi-trailer trucks, trailers, tractors, boats, jet skis, and/or any other vehicle that is not street legal. Motorcycles and other motorized bicycles are not permitted to be parked inside apartments, in breezeways, or on walkways and must be parked in the parking lot. Vehicles taking up more than one parking space, parked on the grass, have expired license/registration tags, or is illegally parked in a handicapped spot or fire lane are subject to towing. Covered parking is reserved for Residents who lease them. Vehicles not authorized to occupy covered parking is subject to towing at the vehicle owner's expense. Guests are welcome to park in any uncovered parking space, however, we encourage them to park farther away from the building in order to allow Residents more convenient parking.

**KEY SERVICE**

New Residents are provided one key fob per lease holding occupant, two entry door keys, and one mailbox key upon move in. Upon request, Management will provide additional door and mailbox keys for a fee of \$45.00 per key and additional key fobs for a fee of \$50.00 per key fob. In the event that it is necessary to temporarily check out a key from the Management office, proper identification is required. Except when permitted by paragraph 28 of your TAA Lease, keys will not be checked out to non-lease holders or persons under the age of 18 without prior written authorization from the Resident. Residents must return checked out keys within 24 hours unless otherwise specified by Management. Unreturned keys will result in a \$45.00 charge to the resident. There is a \$50.00 charge for requested lock changes. We do not perform after hours lock outs. In the event you are locked out of your apartment during non-business hours, you will need to contact a locksmith to gain access to your apartment.

**RENTAL PAYMENTS**

Rent is due on the 1<sup>st</sup> of every month and is considered late after the 3<sup>rd</sup>. On the 4<sup>th</sup>, a late of \$100.00 is assessed. Rent payments must be made using a personal check, money order, or cashier's check. You may also pay rent online through [urbansquaredenton.com](http://urbansquaredenton.com) using an electronic check or credit/debit card. Please note, using a online payment method will result in a processing fee. This fee does not affect your balance with Urban Square and is not collected by Urban Square therefore we have no right or authorization to waive it. Credit card transactions will result in a fee equivalent to 2.2% to 3% of your total payment amount. ACH Payments will result in a fee of \$1.95 and the fee for debit transactions is \$3.95. Payments made directly to the office must be made payable to Urban Square. It is our policy to not accept payments that are blank in the Pay To line. Personal Checks are not accepted after the 10<sup>th</sup> of the month or for 12 months following two returned/NSF checks. There is a \$45.00 returned check fee for all returned physical and electronic checks. Late fees are assessed on checks that are returned after the 3<sup>rd</sup> of the month.

**SECURITY DISCLAIMER**

Urban Square and Representatives thereof are very concerned for your safety and security, however we cannot assure, guarantee, or warrant your safety or security against the criminal actions of other Residents or third parties. Please remember that your security is the responsibility of the local law enforcement and yourself. If you observe any suspicious activity or potentially unsafe conditions, please notify Management as soon as possible. If illegal or immediately dangerous or unsafe conditions are observed, please call 911 first, then report the incident to our Management Team.

**BALCONIES / PATIOS / WINDOWS / DOORS**

In accordance with local laws and safety concerns, no grilling, cooking, or any open flame is permitted on balconies or patios. Balconies and patios must be maintained in a neat, clean, and attractive condition. Patios/balconies are not to be used for storage. Patio furniture, tasteful decorations, bicycles, and plants are the only items permitted to be left on the patio. Bird feeders and feeding other animals is prohibited. Plants are permitted but Residents are expected to put protection underneath them in order to prevent water or dirt from staining the balcony/patio or running onto any other balcony/patio. Garbage bags, garbage receptacles, blankets, toys, boxes, clotheslines or clothes hanging over balcony rails, and similar items are not permitted. Holiday decorations shall not be put up more than thirty (30) days prior to any holiday and shall be removed no more than thirty (30) following the holiday. Decals and/or foil is not permitted to be placed on any window or door that is visible from the outside. Management retains the right to have Residents change or alter the appearance of the patios/balconies and/or doors.

**CONTROLLED ACCESS GATE**

We have a "Controlled Access Gate System" on this property. The system controls access into our building. Please do not prop the gates open and ensure they close securely behind you each time you enter and exit the building. These instructions are extremely important and must be followed so that all of our Residents have the full benefit of this amenity. The gated access system consists of a keypad or key fob entry. There are key fob readers that are located at each entrance for Resident's use as well as a telephone entry control at select gates for visitors.

It is **IMPERATIVE** that you understand that this is not to be considered a "security system." This system is simply an "access control" system that is designed to HELP limit access to our Residents, invited guests, staff, and authorized vendors. When used in the manner for which it is intended, the system will make it inconvenient for any unauthorized party to gain access to our property. However, anyone can "tail-gate" a resident when entering the building therefore we urge you to notify management of any violators or misuse of the system as soon as possible.

DocuSigned by:  
  
 Resident Signature \_\_\_\_\_ 11/29/2023  
 Date

Resident Signature \_\_\_\_\_ Date





## Solid Waste & Valet Waste Addendum

**Solid Waste – Prorated plus a \$4 admin fee for billing these services.**

Solid waste billing is prorated based on square footage of the apartment compared to the total building.

**Valet Waste - \$15/month flat fee**

Collection is SUNDAY-THURSDAY evenings (no collection on Friday and Saturday evenings.)

Collection begins at **8:00 PM sharp**. If you put it out even a few minutes past 8:00 PM, the valet could possibly have already passed by your unit if he/she happened to begin at your building. Valets are permitted to work as late as midnight (depending on the night's trash volume, as well as the size and layout of your community, it may sometimes take as long as 3-4 hours for them to finish up – particularly on a Sunday night). Residents are permitted to leave their containers out overnight (as long as they bring them back in the following morning **before 9:00 AM**). All trash must be bagged and tied securely (the only exception are flattened, bundled boxes). Always use the container provided, Urban Square does not allow bags to be placed directly on the floor as this can result in stains. The container provided holds a standard 13 gallon trash bag. No garbage may be left around the trash can when set out for collection. A fine of \$50 per bag per violation will be assessed immediately to account if trash is left outside the apartment past given time or for trash placed on the ground.

Blue recycling bags can be obtained from the leasing office. Please be sure to follow the valet trash and Trash Porter recycling guidelines.

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11/29/2023

Signatures of all Residents

Date

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11/28/2023

Signature of Owner's Representative      Date

Signatures of all Residents

Date



Effective 03/24/2017



### ALLOCATION OF CAM ELECTRIC ADDENDUM

**Property: Epic Apartments**

**Apartment Number: 1-317**

**Resident(s):** Brent Hagenbuch

This common area maintenance know as CAM Electric Addendum is attached to, and made part of, the Lease Contract. To the extent that there are any inconsistencies between this Addendum and the Lease Contract, the terms of this Addendum shall control.

**Allocation Procedures:** Management and Resident(s) agree to the CAM Electric allocation procedure as described below. During the term of the Lease Contract, Management is authorized to allocate the monthly CAM electric bill(s) for the rental property on the following basis

**Monthly Charge per Home:** Only the cost for CAM Electric from the rental property will be allocated. Allocation is based on square footage of your unit as compared to the total square footage of all dwelling units. Penalties or interest for any late payment of the CAM Electric bill by Management will be paid for by Management and will not be allocated. Resident's CAM Electric allocation bill includes state and local taxes as required by state law.

**Change of Allocation Formula:** The method formula for determining Resident's share of the CAM Electric cost cannot be changed except as follows: Resident receives notice of the new formula at least 90 days before change takes effect; and Resident agrees to the change in a signed rental agreement renewal or signed mutual agreement.

**Payment Due Date:** Payment of Resident's CAM Electric bill is due 16 days after the date it is post marked. The total amount due will be indicated on the Resident's monthly account statement. Failure to make payment of said utility charge will result in legal action by Management in accordance with applicable state and local laws. Resident will be charged a five percent (5%) late charge if payment is not paid on or before the due date.

**Right to Examine Records:** Resident may examine the rental property's CAM Electric bills from the utility provider and Management's calculations relating to the monthly allocation of the CAM Electric bills, with the Property Manager only, during regular weekday office operating hours. Management requests 48 hours advance notice to gather the appropriate data.

DocuSigned by:  
Brent Hagenbuch  
D48EAF1143EC4CB  
**Resident Signature**

11/29/2023

**Date**

**Residents Signature**

**Date**

**Resident Signature**

**Date**

**Residents Signature**

**Date**

DocuSigned by:  
Emilee Perry  
950B7E3B274B4BF  
**Management Representative Signature**

11/28/2023

**Date**



### DECLARATION OF RENT PROCEDURES

**Property: Urban Square**

**Apartment Number: 1-317**

**Resident(s):** Brent Hagenbuch, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**All parties acknowledge & agree to abide by the following rent procedures:**

(Resident's Initials)

1. DS BH RENT (INCLUDING ALL RENT, FEES, & UTILITIES) **DUE ON THE 1<sup>ST</sup>**
2. DS BH **GRACE PERIOD ENDS ON THE 3<sup>RD</sup>**
3. DS BH **LATE ON THE 4<sup>TH</sup>**
4. DS BH **10% INITIAL LATE FEE APPLIES ON THE 4<sup>TH</sup>**
5. DS BH **NO CHECKS ACCEPTED AFTER THE 10<sup>TH</sup> OF THE MONTH**
6. DS BH **NO CASH ACCEPTED (CHECKS, MONEY ORDERS, CASHIERS CHECKS, OR ONLINE ONLY)**
7. DS BH **NO CHECKS ACCEPTED AFTER TWO (2) NSF's FOR 12 MONTHS AFTER 2<sup>ND</sup> NSF**
8. DS BH **ALL MONIES RECEIVED WILL BE APPLIED TO PAST DUE BALANCES, FEES, AND UTILITIES BEFORE RENT**
9. DS BH **ALL UNPAID ACCOUNTS RECEIVE 3-DAY NOTICE TO VACATE ON THE 6<sup>TH</sup> OF EACH MONTH**
10. DS BH **ON THE 10<sup>TH</sup> WE FILE EVICTIONS FOR MONEY & POSSESSION**
11. DS BH **ANY UNPAID BALANCES WILL BE TURNED OVER TO COLLECTIONS**

DocuSigned by:  
Brent Hagenbuch  
 D48EAF143EC4CB  
**Resident's Signature**

11/29/2023  
**Date**

\_\_\_\_\_  
**Resident's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident's Signature**

\_\_\_\_\_  
**Date**

DocuSigned by:  
Emilee Perry  
 550B7E38922648F  
**Manager's Representative Signature**

11/28/2023  
**Date**

**SAMPLE COMMUNITY RULES RELATED TO COVID-19**

Out of an abundance of caution for the safety of residents and team members related to COVID-19, TAA is offering sample supplemental language that your property may consider incorporating as changes or additions to your existing community rules.

Governor Abbott's Executive Order GA-21 provides that all persons should use good-faith reasonable efforts and available resources to follow the minimum standard health protocols recommended by the Texas Department of State Health Services (DSHS) when delivering or obtaining essential or reopened services. The protocols can be found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus). Additionally, the Centers for Disease Control and Prevention (CDC) has issued various publications to assist business owners through this challenging period.

Paragraph 19.1 of the TAA Lease allows owners to make reasonable changes to written rules. Rules can become effective immediately, if they are distributed to all residents, apply consistently to all residents and do not change the dollar amounts on page 1 and 2 of the lease.

Whether and to what extent you want to adopt and enforce rules is up to you. If you do adopt new rules, consider reminding residents we are all in this together and that complying with rules that encourage (1) social distancing, (2) good hygiene and (3) environmental cleanliness and sanitizing will help minimize the transmission of the virus and will help us all.

These sample rules are suggestions only and are not intended to be used as-is, but rather are designed for owners to consider when adopting supplemental rules. You should also consider how you will enforce any rules you adopt and respond to alleged violations.

---

**Usage of amenities and common areas**

We all have a role in limiting the spread of COVID-19. These rules related to common areas and amenity usage have been developed with the health and safety of residents and team members in mind and in accordance with state/local orders and guidance from public health authorities.

Follow health and safety guidance from state/local government and public health authorities. Additional resources can be found online at:

- World Health Organization – [www.who.int/en](http://www.who.int/en)
- Centers for Disease Control and Prevention – [www.coronavirus.gov](http://www.coronavirus.gov)
- Texas Department of State Health Services – [www.dshs.state.tx.us](http://www.dshs.state.tx.us)
- Governor Greg Abbott's Report to Open Texas – [www.gov.texas/opentexas](http://www.gov.texas/opentexas)

**Residents must:**

- Comply with all posted signs and published rules relating to specific common area or amenities, including occupancy limits and protective measures.
- Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
- Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
- Utilize reservation system (if applicable) and respect any time limits that apply for usage.
- Wash or disinfect hands upon entry into any common area and after using any amenities or interacting with other individuals not within the same household.
- Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
- Leave any outdoor furniture where it is; do not move furniture.
- Consider wearing face cloth coverings (over nose and mouth) when entering a common area or amenity.

Always assume that anyone could have COVID-19.

Urban Square Apartments

(property name)

makes no representation or warranty that our common areas or amenities are free of COVID-19 or that persons using the common areas or amenities are not infected with COVID-19.



Inventory and Condition Form

Resident's Name: Brent Hagenbuch

Personal #: ( )

Work #: ( )

Resident's Name:

Personal #: ( )

Work #: ( )

Resident's Name:

Personal #: ( )

Work #: ( )

Resident's Name:

Personal #: ( )

Work #: ( )

Resident's Name:

Personal #: ( )

Work #: ( )

Resident's Name:

Personal #: ( )

Work #: ( )

Apartment Community Name: W River Holdings, LP dba Urban Square

Apt.# 1-317

or Street Address (if house, duplex, etc.):

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put “none” if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

☐ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Dining Room

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Lamps, bulbs

Water stains or mold on walls, ceilings or baseboards

Other

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Kitchen

Halls

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Cabinets, drawers, handles

Countertops

Stove/oven, trays, pans, shelves

Vent hood

Refrigerator, trays, shelves

Refrigerator light, crisper

Dishwasher, dispensers, racks

Sink/disposal

Microwave

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Exterior (if applicable)

Patio/yard

Fences/gates

Faucets

Balconies

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

General Items

Thermostat

Cable TV or master antenna

A/C filter

Washer/dryer

Garage door

Ceiling fans

Exterior doors, screens/screen doors, doorbell

Fireplace

Other

**Bedroom** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_

\_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, switches, A/C vents \_\_\_\_\_

Woodwork/baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light fixtures, bulbs \_\_\_\_\_

Floor/carpet \_\_\_\_\_

\_\_\_\_\_

Doors, stops, locks \_\_\_\_\_

Windows, latches, screens \_\_\_\_\_

Window coverings \_\_\_\_\_

Closets, rods, shelves \_\_\_\_\_

Closet lights, fixtures \_\_\_\_\_

Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

**Bath** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, switches, A/C vents \_\_\_\_\_

Woodwork/baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light fixtures, bulbs \_\_\_\_\_

Exhaust fan/heater \_\_\_\_\_

Floor/carpet \_\_\_\_\_

\_\_\_\_\_

Doors, stops, locks \_\_\_\_\_

Windows, latches, screens \_\_\_\_\_

Window coverings \_\_\_\_\_

Sink, faucet, handles, stopper \_\_\_\_\_

Countertops \_\_\_\_\_

Mirror \_\_\_\_\_

Cabinets, drawers, handles \_\_\_\_\_

Toilet, paper holder \_\_\_\_\_

Bathtub, enclosure, stopper \_\_\_\_\_

Shower, doors, rods \_\_\_\_\_

Tile \_\_\_\_\_

Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_

\_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, switches, A/C vents \_\_\_\_\_

Woodwork/baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light fixtures, bulbs \_\_\_\_\_

Exhaust fan/heater \_\_\_\_\_

Floor/carpet \_\_\_\_\_

\_\_\_\_\_

Doors, stops, locks \_\_\_\_\_

Windows, latches, screens \_\_\_\_\_

Window coverings \_\_\_\_\_

Sink, faucet, handles, stopper \_\_\_\_\_

Countertops \_\_\_\_\_

Mirror \_\_\_\_\_

Cabinets, drawers, handles \_\_\_\_\_

Toilet, paper holder \_\_\_\_\_

Tile \_\_\_\_\_

Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

**Bedroom** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_

\_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, switches, A/C vents \_\_\_\_\_

Woodwork/baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light fixtures, bulbs \_\_\_\_\_

Floor/carpet \_\_\_\_\_

\_\_\_\_\_

Doors, stops, locks \_\_\_\_\_

Windows, latches, screens \_\_\_\_\_

Window coverings \_\_\_\_\_

Closets, rods, shelves \_\_\_\_\_

Closet lights, fixtures \_\_\_\_\_

Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

**Bath** *(describe which one):* \_\_\_\_\_

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, switches, A/C vents \_\_\_\_\_

Woodwork/baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light fixtures, bulbs \_\_\_\_\_

Exhaust fan/heater \_\_\_\_\_

Floor/carpet \_\_\_\_\_

\_\_\_\_\_

Doors, stops, locks \_\_\_\_\_

Windows, latches, screens \_\_\_\_\_

Window coverings \_\_\_\_\_

Sink, faucet, handles, stopper \_\_\_\_\_

Countertops \_\_\_\_\_

Mirror \_\_\_\_\_

Cabinets, drawers, handles \_\_\_\_\_

Toilet, paper holder \_\_\_\_\_

Bathtub, enclosure, stopper \_\_\_\_\_

Shower, doors, rods \_\_\_\_\_

Tile \_\_\_\_\_

Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_

\_\_\_\_\_

Other \_\_\_\_\_

**Safety or Pest-Related Items** *(Put “none” if item does not exist)*

Door knob locks \_\_\_\_\_

Keyed deadbolt locks \_\_\_\_\_

Keyless deadbolts \_\_\_\_\_

Keyless bolting devices \_\_\_\_\_

Sliding door latches \_\_\_\_\_

Sliding door security bars \_\_\_\_\_

Sliding door pin locks \_\_\_\_\_

Doorviewers \_\_\_\_\_

Window latches \_\_\_\_\_

Porch and patio lights \_\_\_\_\_

Smoke alarms (push button to test) \_\_\_\_\_

Other detectors \_\_\_\_\_

Alarm system \_\_\_\_\_

Fire extinguishers (look at charge level—BUT DON'T TEST!) \_\_\_\_\_

Garage door opener \_\_\_\_\_

Gate access card(s) \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

Pest-related concerns \_\_\_\_\_

\_\_\_\_\_


**Date of Move-In:** \_\_\_\_\_

**or Date of Move-Out:** \_\_\_\_\_

**Acknowledgment.** You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all the safety-related items (if in the dwelling), as well as smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be assumed to be in good condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling and confirm no signs of bed bugs or other pests are present, or that you will report any bed bug or pest issues through a work order or other repair request.

***In signing below, you acknowledge receipt of this form and accept the responsibility for completing it as part of the Lease Contract. You agree that, either after completion or 48 hours after move-in without returning this form (whichever comes first), it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.***

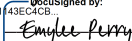
DocuSigned by:



D48EAF143EC4C8B...

**Resident or Resident's Agent:** \_\_\_\_\_

DocuSigned by:



550B7E3827484BF...

**Owner or Owner's Representative:** \_\_\_\_\_


**Date of Signing:** 11/29/2023

**Date of Signing:** 11/28/2023

**FOR OFFICE USE ONLY.**

Date completed form was received: \_\_\_\_\_ Received by: \_\_\_\_\_

TAA Official Statewide Form 21-H, Revised June, 2021  
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OPPORTUNITY

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**THE MARTINO GROUP COMMUNITY RULES RELATED TO COVID-19**

Paragraph 19.1 of the TAA Lease allows owners to make reasonable changes to written rules. Rules can become effective immediately, if they are distributed to all residents.

**Usage of amenities and common areas**

We all have a role in limiting the spread of COVID-19. These rules related to common areas and amenity usage have been developed with the health and safety of residents and team members in mind and in accordance with state/local orders and guidance from public health authorities.

Follow health and safety guidance from state/local government and public health authorities. Additional resources can be found online at:

- World Health Organization – [www.who.int/en](http://www.who.int/en)
- Centers for Disease Control and Prevention – [www.coronavirus.gov](http://www.coronavirus.gov)
- Texas Department of State Health Services – [www.dshs.state.tx.us](http://www.dshs.state.tx.us)
- Governor Greg Abbott's Report to Open Texas – [www.gov.texas/opentexas](http://www.gov.texas/opentexas)

**Residents must:**

- Comply with all posted signs and published rules relating to specific common area or amenities, including occupancy limits and protective measures.
- Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
- Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
- Utilize reservation system (if applicable) and respect any time limits that apply for usage.
- Wash or disinfect hands upon entry into any common area and after using any amenities or interacting with other individuals not within the same household.
- Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
- Leave any outdoor furniture where it is; do not move furniture.
- Consider wearing face cloth coverings (over nose and mouth) when entering a common area or amenity.
- Always assume that anyone could have COVID-19.

\_\_\_\_\_ (property name)  
makes no representation or warranty that our common areas or amenities are free of COVID-19 or that persons using the common areas or amenities are not infected with COVID-19.

**New rules regarding onsite amenities, i.e. Pool & Fitness Center**Unit Number 1-317Leaseholder(s) Last Name(s) Brent Hagenbuch

1. Resident(s) accepts responsibility for N/A amenity bracelet(s) that are required for each lease holder in the pool area/fitness center.
2. Two (2) residents MAX are allowed in the fitness center at any given time.
3. No GUESTS or unauthorized occupant(s) are allowed in the pool area or fitness center.
4. Amenity days/hours are 10am through 6pm, \_\_\_\_\_ am to \_\_\_\_\_ pm.
5. Operation hours may change at any time and at management's discretion.
6. Resident(s) must exit the pool area no later than 4:30 pm for management to properly close the pool during normal business hours. This includes all resident(s) utilizing the cooking/grilling station(s), if applicable.
7. Residents who do not follow the rules may be banned from amenities at any time and without notice.
8. Non-returned amenity bracelets are \$25 each. Residents can return the bracelet(s) at any point during the duration of their lease up to 5 days after moving out to avoid non returned item fee(s).

Signature of Lease Holder(Receiving) Brent Hagenbuch Date: 11/29/2023

Total Items Returned \_\_\_\_\_ Date \_\_\_\_\_ Resident Name \_\_\_\_\_



### VALET TRASH ADDENDUM

**Property:** **Urban Square Apartments**

**Apartment Number:** 317

Brent Hagenbuch

**Resident(s):** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

This Trash Addendum is attached to, and made part of, the Lease Contract. To the extent that there are any inconsistencies between the Addendum and the Lease Contract, the terms of this Addendum shall control.

Trash must be deposited in the trash containers (dumpsters or containers), which are located throughout the property. If a trash container is full, please use another. All trash must be placed inside the container, not on top of it or around it. You must flatten boxes taken to the trash container. Use of these containers for anything other than normal household waste is prohibited. Combustible items present a fire hazard and should be disposed of according to the safe handling instructions located on the product packaging. You agree to abide by all local and state regulations regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. You must not place large items, such as furniture, appliances, mattresses, or holiday décor/tree removal in or near trash receptacles. Please contact the management office for instructions on proper disposal of these items, which may be arranged at your expense. Do not store any of these items or trash on your porch, balcony, or hallway. Trash policy violations will result in a \$50.00 fine per bag or item and a written Lease Violation.

You agree to pay a monthly valet trash removal fee of **\$25.00** for the removal of trash and/or recycling. Your monthly rent, under the TAA Lease Contract, does not include these fees. You will receive a monthly statement from us for these services.

**At properties where curbside or valet trash is offered:**

1. Designated valet/curbside trash pick-up days are **Sunday - Thursday ONLY!**
2. **All trash bags must be placed inside provided trash can and set outside of apartment front door on the designated days between 6:00 pm and 8:00 pm.**
4. No other days are designated for trash pick-up. Please do not place trash bags outside on any other days.
5. All trash must be inside a proper bag that is tied and all boxes must be broken down and tied together.
6. Trash pick-up is for normal day-to-day household waste. We will not accept furniture, auto parts, tires, etc.
7. Please do not leave trash on your patio at any time and do not place trash cans on your patio or balcony.
8. Trash policy violations will result in a \$50.00 fine per bag or item and a written Lease Violation.
9. If you have trash on days not designated for pick-up service, please place trash **INSIDE** a dumpster.
10. If the dumpster is full, please use another one.
11. If you have a large amount of trash from moving in, please take it directly to a dumpster. All items must be broken down properly before placing them in the dumpster.

**Violation of any terms or conditions of this Addendum shall constitute a violation of the Lease and may result in termination of the Resident's right to occupancy. RESIDENT ACKNOWLEDGES THAT HE/SHE/THEY HAVE READ THIS ADDENDUM AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.**

DocuSigned by:

*Brent Hagenbuch*

11/29/2023

Resident Signature

Date

Residents Signature

Date

Resident Signature

Date

Residents Signature

Date

11/28/2023

Management Representative Signature

Date

6/1/2016

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

---

Original Proceeding

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**EXHIBIT 7 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**



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## Candidate Information

Election Year	Election
2024	03/05/2024 -- 2024 MARCH 5TH REPUBLICAN PRIMARY
Party	Office Type
REPUBLICAN	STATE
Office Name	Status
STATE SENATOR, DISTRICT 30	-- Select Status --

[Qualified Candidates Information](#)
[Export Candidates](#)

### STATE SENATOR, DISTRICT 30

#### **CODY CLARK**

102 POST OAK DR.  
 KRUGERVILLE TX 76227  
 E-mail: [cody@clarkforoffice.com](mailto:cody@clarkforoffice.com)  
 PARTY: REPUBLICAN  
 STATUS: IN PRIMARY  
 INCUMBENT: NO  
 OCCUPATION: EXECUTIVE DIRECTOR OF OPERATIONS  
 FILING DATE: 12/05/2023

#### **CARRIE DE MOOR**

8668 JOHN HICKMAN PKWY SUITE 502  
 FRISCO TX 75034  
 E-mail: [carrie@carriedemoor.com](mailto:carrie@carriedemoor.com)  
 PHONE NUMBER: (469) 902-9205  
 PARTY: REPUBLICAN  
 STATUS: IN PRIMARY  
 INCUMBENT: NO  
 OCCUPATION: EMERGENCY PHYSICIAN  
 FILING DATE: 11/20/2023

#### **BRENT HAGENBUCH**

E-mail: [brent.hagenbuch@gmail.com](mailto:brent.hagenbuch@gmail.com)  
 PARTY: REPUBLICAN  
 STATUS: IN PRIMARY  
 INCUMBENT: NO  
 OCCUPATION: CEO  
 FILING DATE: 11/20/2023

#### **JACE YARBROUGH**

PARTY: REPUBLICAN  
 STATUS: IN PRIMARY  
 INCUMBENT: NO  
 OCCUPATION: ATTORNEY  
 FILING DATE: 12/14/2023

<https://candidate.texas-election.com/Elections/getQualifiedCandidatesInfo.do>

27

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

---

Original Proceeding

---

**EXHIBIT 8 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

**AMENDMENT: APPOINTMENT OF A  
CAMPAIGN TREASURER BY A CANDIDATE**

**FORM ACTA  
PG 1**

1 CANDIDATE NAME <i>BRENT HAGENBUCK</i>	2 FILERID# <i>00085712</i>	3 Total pages filed: <i>2</i>
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See ACTA Instruction Guide for detailed instructions.  
Use this form for changes to existing information only. Do not provide information previously disclosed.

4 CANDIDATE NAME	NEW MS / MRS / MR FIRST MI NICKNAME LAST SUFFIX	<div>OFFICE USE ONLY</div> <div>RECEIVED</div> <div>NOV 29 2023</div> <div>Texas Ethics Commission</div> <div>by EMAIL</div> <div>Receipt # Amount \$</div> <div>Date Processed prc'd 11.30.23</div> <div>Date Imaged</div>
5 CANDIDATE MAILING ADDRESS	NEW ADDRESS / PO BOX; APT / SUITE #; CITY; STATE; ZIP CODE <i>2808 SHORELINE DRIVE DENTON, TX 76210</i>	
6 CANDIDATE PHONE	NEW AREA CODE PHONE NUMBER EXTENSION ( )	
7 OFFICE HELD (if any)	NEW	

8 OFFICE SOUGHT (if known)	NEW <i>STATE SENATOR DISTRICT 30</i>
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9 CAMPAIGN TREASURER NAME	NEW MS / MRS / MR FIRST MI NICKNAME LAST SUFFIX
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10 CAMPAIGN TREASURER STREET ADDRESS (residence or business)	NEW STREET ADDRESS (NO PO BOX PLEASE); APT / SUITE #; CITY; STATE; ZIP CODE
--	---

11 CAMPAIGN TREASURER PHONE	NEW AREA CODE PHONE NUMBER EXTENSION ( )
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12 CANDIDATE SIGNATURE	<p>I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code.</p> <p>I am aware of my responsibility to file timely reports as required by title 15 of the Election Code.</p> <p>I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations.</p> <p><i>Brent Hagenbuck</i> Signature of Candidate</p> <p><i>11/29/23</i> Date Signed</p>
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GO TO PAGE 2

**AMENDMENT:**  
**CANDIDATE MODIFIED REPORTING DECLARATION**

**FORM ACTA**  
**PG 2**

**13 CANDIDATE  
NAME**

BRENT HAGENBUCH

**14 MODIFIED  
REPORTING  
DECLARATION**

NEW

**COMPLETE THIS SECTION ONLY IF YOU ARE  
CHOOSING MODIFIED REPORTING**

**•• This declaration must be filed no later than the 30th day before  
the first election to which the declaration applies. ••**

**•• The modified reporting option is valid for one election cycle only. ••**  
(An election cycle includes a primary election, a general election, and any related runoffs.)

**•• Candidates for the office of state chair of a political party  
may NOT choose modified reporting. ••**

I do not intend to accept more than \$1,010 in political contributions  
or make more than \$1,010 in political expenditures (excluding filing  
fees) in connection with any future election within the election cycle. I  
understand that if either one of those limits is exceeded, I will be  
required to file pre-election reports and, if necessary, a runoff  
report.

\_\_\_\_\_  
Year of election(s) or election cycle to  
which declaration applies

\_\_\_\_\_  
Signature of Candidate

**This appointment is effective on the date it is filed with the appropriate filing authority.**

TEC Filers may send this form to the TEC electronically at [treasappoint@ethics.state.tx.us](mailto:treasappoint@ethics.state.tx.us)  
or mail to

Texas Ethics Commission  
P.O. Box 12070  
Austin, TX 78711-2070

**Non-TEC Filers must file this form with the local filing authority  
DO NOT SEND TO TEC**

For more information about where to file go to:  
<https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

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IN RE JACE YARBROUGH  
RELATOR

---

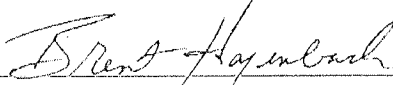
Original Proceeding

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**EXHIBIT 9 TO APPENDIX IN SUPPORT OF REAL PARTY IN INTEREST**  
**BRENT ALLISON HARGENBUCH'S RESPONSE TO RELATOR**  
**YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

# APPOINTMENT OF A CAMPAIGN TREASURER BY A CANDIDATE

FORM CTA  
PG 1

See CTA Instruction Guide for detailed instructions.		1 Total pages filed:	
2 CANDIDATE NAME	MS / MRS / MR FIRST MI	<b>OFFICE USE ONLY</b> Filer ID # 85712 Date Received <b>RECEIVED</b> <b>JUL 06 2021</b> <b>Texas Ethics Commission</b> Date Hand-delivered or Postmarked 7/2/21 Receipt # Amount \$ Date Processed <b>PROCESSED JUL 08 2021</b> Date Imaged	
	NICKNAME LAST SUFFIX		
3 CANDIDATE MAILING ADDRESS	ADDRESS / PO BOX; APT / SUITE #; CITY; STATE; ZIP CODE		
4 CANDIDATE PHONE	AREA CODE PHONE NUMBER EXTENSION		
5 OFFICE HELD (if any)			
6 OFFICE SOUGHT (if known)	Denton County Party Chairman		
7 CAMPAIGN TREASURER NAME	MS/MRS/MR FIRST MI NICKNAME LAST SUFFIX	Mrs. Jean Hagenbuch	
8 CAMPAIGN TREASURER STREET ADDRESS (residence or business)	STREET ADDRESS; APT / SUITE #; CITY; STATE; ZIP CODE	1504 Highland Circle, Little Elm, TX 75068	
9 CAMPAIGN TREASURER PHONE	AREA CODE PHONE NUMBER EXTENSION	( 469 ) 441-5358	
10 CANDIDATE SIGNATURE	I am aware of the Nepotism Law, Chapter 573 of the Texas Government Code.  I am aware of my responsibility to file timely reports as required by title 15 of the Election Code.  I am aware of the restrictions in title 15 of the Election Code on contributions from corporations and labor organizations.  <div style="display: flex; justify-content: space-between;"> <div>             Signature of Candidate         </div> <div>           6-28-21            Date Signed         </div> </div>		
GO TO PAGE 2			

**CANDIDATE MODIFIED  
REPORTING DECLARATION**

**FORM CTA  
PG 2**

**11 CANDIDATE  
NAME**

**12 MODIFIED  
REPORTING  
DECLARATION**

**COMPLETE THIS SECTION ONLY IF YOU ARE  
CHOOSING MODIFIED REPORTING**

**•• This declaration must be filed no later than the 30th day before  
the first election to which the declaration applies. ••**

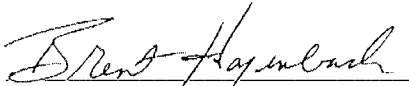
**•• The modified reporting option is valid for one election cycle only. ••**  
(An election cycle includes a primary election, a general election, and any related runoffs.)

**•• Candidates for the office of state chair of a political party  
may NOT choose modified reporting. ••**

I do not intend to accept more than \$930 in political contributions  
or make more than \$930 in political expenditures (excluding filing  
fees) in connection with any future election within the election  
cycle. I understand that if either one of those limits is exceeded, I  
will be required to file pre-election reports and, if necessary, a  
runoff report.

2022

Year of election(s) or election cycle to  
which declaration applies

  
Signature of Candidate

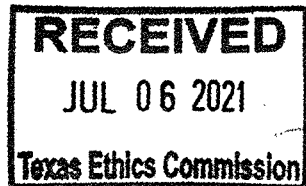
**This appointment is effective on the date it is filed with the appropriate filing authority.**

TEC Filers may send this form to the TEC electronically at [treasappoint@ethics.state.tx.us](mailto:treasappoint@ethics.state.tx.us)  
or mail to

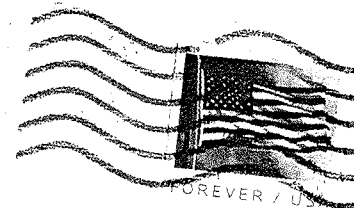
Texas Ethics Commission  
P.O. Box 12070  
Austin, TX 78711-2070

Non-TEC Filers must file this form with the local filing authority  
**DO NOT SEND TO TEC**

For more information about where to file go to:  
<https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

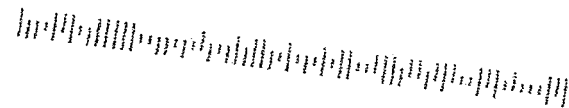


NORTH TEXAS TX P&DC  
DALLAS TX 750  
2 JUL 2021 PM 9 L



TEXAS ETHICS COMMISSION  
P.O. BOX 12070  
AUSTIN, TX 78711

78711-207070



No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

---

Original Proceeding

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**EXHIBIT 10 TO APPENDIX IN SUPPORT OF REAL PARTY IN  
INTEREST BRENT ALLISON HARGENBUCH'S RESPONSE TO  
RELATOR YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

CAUSE NO. 23-11468-431

CARRIE de MOOR, M.D.,

*Plaintiff,*

vs.

BRENT ALLISON  
HAGENBUCH, ET. AL.

*Defendants.*

§  
§  
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§

IN THE DISTRICT COURT OF

DENTON COUNTY, TEXAS

431ST JUDICIAL DISTRICT

**VERIFICATION BY DECLARATION**

STATE OF TEXAS

§  
§  
§

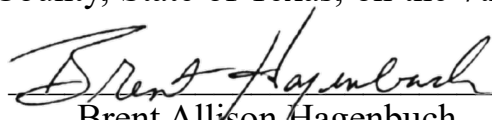
COUNTY OF DENTON

I, Brent Allison Hagenbuch, do hereby declare under the penalty of perjury that the following is true and correct:

1. My name is Brent Allison Hagenbuch. My date of birth is March 22, 1960. My address is 2800 Shoreline Drive, Denton, Texas 76210.
2. I am one of the Defendants in the above-referenced case. I am over the age of 18 years of age, of sound mind, and capable of making this declaration. The facts stated herein are within my personal knowledge and are true and correct. I have read paragraph 34 of my filing entitled Plea to the Jurisdiction, General Denial, Rule 91a Motion to Dismiss, and Original TCPA Counterclaim, which will be filed with the Court on January 8, 2024.
3. I can state that the facts stated in paragraph 34 of that filing are within my personal knowledge and are true and correct. I can also state that each exhibit attached to that filing is a genuine and true and correct copy of the original it purports to represent. My genuine signature appears on Exhibits 1 and 4-6.

Signed and Executed in Denton County, State of Texas, on the 7th day of January, 2024.

Signed:

  
Brent Allison Hagenbuch

No. 02-23-00492-CV

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IN THE COURT OF APPEALS  
FOR THE SECOND JUDICIAL DISTRICT OF TEXAS  
IN FORT WORTH

---

IN RE JACE YARBROUGH  
RELATOR

---

Original Proceeding

---

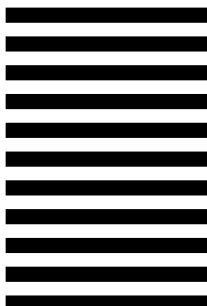
**EXHIBIT 11 TO APPENDIX IN SUPPORT OF REAL PARTY IN  
INTEREST BRENT ALLISON HARGENBUCH'S RESPONSE TO  
RELATOR YARBROUGH'S PETITION FOR WRIT OF MANDAMUS**

County of Residence

Fold on line and seal before mailing



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



## BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 4511 AUSTIN, TX

POSTAGE WILL BE PAID BY ADDRESSEE

**DENTON COUNTY  
REGISTRAR OF VOTERS  
PO BOX 1720  
DENTON TX 76202-9904**



Fold on line and seal before mailing

### Qualifications

- You must register to vote in the county in which you reside.
- You must be a citizen of the United States.
- You must be at least 17 years and 10 months old to register, and you must be 18 years of age by Election Day.
- You must not be finally convicted of a felony, or if you are a felon, you must have completed all of your punishment, including any term of incarceration, parole, supervision, period of probation, or you must have received a pardon.
- You must not have been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.

### Filling out the Application

- Review the application carefully, fill it out, sign and date it and mail it to the voter registrar in your county or drop it by the Voter Registrar's office.

- All voters who register to vote in Texas must provide a Texas driver's license number or personal identification number issued by the Texas Department of Public Safety. If you don't have such a number, simply provide the last four digits of your social security number. If you don't have a social security number, you need to state that fact.
- Your voter registration will become effective 30 days after it is received or on your 18th birthday, whichever is later. Your registration must be effective on or before an election day in order to vote in that election.
- If you move to another county, you must re-register in the county of your new residence.

Please visit the Texas Secretary of State website, [www.sos.state.tx.us](http://www.sos.state.tx.us), and for additional election information visit [www.votetexas.gov](http://www.votetexas.gov).

Este formulario está disponible en español. Favor de llamar a su registrador de votantes local para conseguir una versión en español.

<b>Texas Voter Registration Application</b>	For Official Use Only
Prescribed by the Office of the Secretary of State	VR17.2021E.I3

Please complete sections by printing LEGIBLY. If you have any questions about how to fill out this application, please call your local voter registrar.

<b>1 These Questions Must Be Completed Before Proceeding (Check one)</b>		
<input type="checkbox"/> New Application	<input type="checkbox"/> Change of Address, Name, or Other Information	<input type="checkbox"/> Request for a Replacement Card

Are you a United States Citizen?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
----------------------------------	------------------------------	-----------------------------

Will you be 18 years of age on or before election day?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

If you checked 'No' in response to either of the above, do not complete this form.

Are you interested in serving as an election worker?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	------------------------------	-----------------------------

<b>2</b> Last Name Include Suffix if any (Jr, Sr, III)	First Name	Middle Name (If any)	Former Name (if any)
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<b>3</b> Residence Address: Street Address and Apartment Number. If none, describe where you live. (Do not include P.O. Box, Rural Rt. or Business Address)	City	TEXAS
	County	Zip Code

<b>4</b> Mailing Address: Street Address and Apartment Number. (If mail cannot be delivered to your residence address.)	City	State
		Zip Code

<b>5</b> City and County of Former Residence in Texas
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<b>6</b> Date of Birth: (mm/dd/yyyy)	<b>7</b> Gender (Optional)	<b>8</b> Telephone Number (Optional) Include Area Code
<input type="text"/>	<input type="checkbox"/> Male <input type="checkbox"/> Female	( <input type="text"/> ) <input type="text"/> - <input type="text"/>

<b>9</b> Texas Driver's License No. or Texas Personal I.D. No. (Issued by the Department of Public Safety)	If no Texas Driver's License or Personal Identification, give last 4 digits of your Social Security Number
<input type="text"/>	XXX-XX- <input type="text"/>
<input type="checkbox"/> I have not been issued a Texas Driver's License/Personal Identification Number or Social Security Number.	

<b>10</b> I understand that giving false information to procure a voter registration is perjury, and a crime under state and federal law. Conviction of this crime may result in imprisonment up to one year in jail, a fine up to \$4,000, or both. Please read all <u>three</u> statements to affirm before signing.
<ul style="list-style-type: none"><li>I am a resident of this county and a U.S. citizen;</li><li>I have not been finally convicted of a felony, or if a felon, I have completed all of my punishment including any term of incarceration, parole, supervision, period of probation, or I have been pardoned; and</li><li>I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.</li></ul>

<div>X</div>	Date     /     /
Signature of Applicant or Agent and Relationship to Applicant or Printed Name of Applicant if Signed by Witness and Date.	