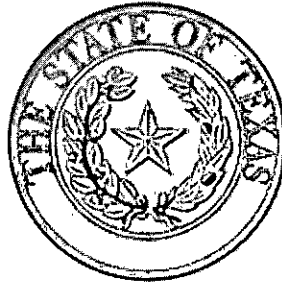


Motion Granted; Affirmed and Memorandum Opinion filed March 10, 2022.



In The
Fourteenth Court of Appeals

NO. 14-21-00286-CR

RYAN RYDELL BONNER, Appellant

V.

THE STATE OF TEXAS, Appellee

On Appeal from the 122nd District Court
Galveston County, Texas
Trial Court Cause No. 19-CR-1881

MEMORANDUM OPINION

Appellant appeals his conviction for retaliation. Appellant's appointed counsel filed a brief in which he concludes the appeal is wholly frivolous and without merit. The brief meets the requirements of *Anders v. California*, 386 U.S. 738 (1967), by presenting a professional evaluation of the record and demonstrating why there are no arguable grounds to be advanced. *See High v. State*, 573 S.W.2d 807, 811-13 (Tex. Crim. App. 1978).

Appendix A

A copy of counsel's brief was delivered to appellant. Appellant was advised of the right to examine the appellate record and file a pro se response. *See Stafford v. State*, 813 S.W.2d 503, 512 (Tex. Crim. App. 1991). On December 1, 2021, appellant filed a pro se response to counsel's brief.

We have carefully reviewed the record, counsel's brief, and appellant's pro se response and agree the appeal is wholly frivolous and without merit. Further, we find no reversible error in the record. We are not to address the merits of each claim raised in an *Anders* brief or a pro se response when we have determined there are no arguable grounds for review. *See Bledsoe v. State*, 178 S.W.3d 824, 827-28 (Tex. Crim. App. 2005).

The judgment of the trial court is affirmed.

PER CURIAM

Panel consists of Justices Wise, Poissant and Wilson.

Do Not Publish — Tex. R. App. P. 47.2(b).

Appendix A

OF TEXAS

DELL BONNER

CAUSE NO. 19-CR-1881

X

X

IN THE 122ND DISTRICT
COURT OF GALVESTON
COUNTY, TEXAS

APPLICATION FOR WRIT OF HABEAS CORPUS
AD SUBJICIENDUM

2020 SEP - 1 PM

FILE

RYAN RYDELL BONNER MOVES THE COURT TO CONDUCT SUPPRESS EVIDENCE HEARING, HEARING IN ADVANCE OF TRIAL BASED ON LACK OF PROBABLE CAUSE OF THE ARREST TO DETERMINE ADMISSIBLE OF STATEMENTS, WHEREAS VIOLATION OF THE DEFENDANT'S RIGHTS UNDER THE FOURTH AND FOURTEENTH AMENDMENT OF THE UNITED STATES CONSTITUTION AND ARTICLE 1, SEC. 9 OF THE TEXAS CONSTITUTION STANDING TO CHALLENGE SUPPRESSED TO-WITH ARTICLE 38.23 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

PROCEDURAL HISTORY

RYAN RYDELL BONNER ALLEGEDLY COMMITTED THE OFFENSE WHICH IS THE SUBJECT OF CAUSE NO. 19-CR-1881 ON JUNE 12, 2019. RYAN RYDELL BONNER WAS ARRESTED AS A RESULT OF THIS OFFENSE AND WAS INDICTED BY A GRAND JURY FOR THE OFFENSE OF OBSTRUCT RETALIATION ON SEPT. 5, 2019.

STATEMENT OF FACTS

ON JUNE 12, 2019, OFFICER BRIAN PEARCY WAS CALLED TO 7302 HEARDS LANE GALVESTON, TX. 77551 APARTMENT NO. 821 BY CASSANDRA HARRIS. OFFICER BRIAN PEARCY APPROACHED RYAN RYDELL BONNER AND SHENETTE DAVIS ON THE CURTILAGE (SEE OFFENSE VIDEO) AND (SHENETTE DAVIS AFFIDAVIT).

- ARGUMENTS - 1

(ATTACHED AS EXHIBITS A & B)

THE EVIDENCE OF INTOXICATION FOUND BY OFFICER, PEARCY SHOULD BE SUPPRESSED AS A PRODUCT OF AN ILLEGAL SEARCH BECAUSE THERE WAS NOT SUFFICIENT PROBABLE CAUSE OR REASONABLE SUSPICION TO STOP THE DEFENDANT BASED ON THE TIP ALONE AND THERE WAS INSUFFICIENT CORROBORATION OF THE TIP BEFORE THE DEFENDANT WAS DETAINED.

"AN OFFICER MAY TEMPORARILY STOP AND INVESTIGATE IF THE OFFICER HAS REASONABLE SUSPICION BASED ON ARTICULABLE FACTS THAT THE

19-CR-1881
DCAWHC
Application for Writ of Habeas Corpus - Non C
2074516



43 App. B

3

108 OF 11

DETAINEE IS CONNECTED TO UNUSUAL ACTIVITY WITH SOME INDICATION THAT THE ACTIVITY IS RELATED TO A CRIME" ^{Electronically Filed} *STONE V. STATE*, 703 S.W.2d 652, 654 (Tex. Crim. App. 1996) (OVERRULED ON OTHER GROUNDS). THE UNITED STATES SUPREME COURT SAID IN *ALABAMA V. WHITE*, THAT REASONABLE SUSPICION IS DEPENDANT ON BOTH THE QUALITY OF THE INFORMATION AT HAND AND ITS DEGREE OF RELIABILITY. 496 U.S. 325, 330 (1990). THEY ALSO SAID THAT, "WHILE AN ANONYMOUS TIP OR TELEPHONE CALL MAY, AND USUALLY WILL, JUSTIFY THE INITIATION OF AN INVESTIGATION, IT ALONE WILL RARELY ESTABLISH THE LEVEL OF SUSPICION REQUIRED TO JUSTIFY A DETENTION." "THERE MUST BE SOME FURTHER INDICIA OF RELIABILITY, SOME ADDITIONAL FACTS FROM WHICH A POLICE OFFICER MAY REASONABLY CONCLUDE THAT THE TIP IS RELIABLE AND A DETENTION IS JUSTIFIED." *STATE V. SAILD*, 910 S.W.2d 184, 188 (Tex. App. - Fort Worth 1995, pet. ref'd).

THE AMARILLO COURT OF APPEALS SUMMARIZED THIS IDEA INTO THREE FACTORS SIGNIFICANT TO THE DETERMINATION OF WHETHER A TIP PROVIDES REASONABLE SUSPICION FOR A TEMPORARY DETENTION. *GLENN V. STATE*, 967 S.W.2d 467, 470 (Tex. App. - Amarillo 1998, Pet. GRANTED). THE FIRST IS THE TIPSTER'S ABILITY TO ACCURATELY PREDICT FUTURE BEHAVIOR OF THIRD PARTIES. THE SECOND IS POLICE CORROBORATION OF DETAILS ~~THE~~ LINKING THE ACCUSED TO THE STATED CRIMINAL ACTIVITY. THE THIRD AND FINAL FACTOR GIVEN BY THE COURT WAS "PARTICULARIZED AND OBJECTIVE REASON TO SUSPECT THE ACCUSED."

- ARGUMENT - 2

THE EVIDENCE OF THE DEFENDANT'S INTOXICATION WAS THE PRODUCT OF AN ILLEGAL DETENTION BECAUSE THE STOP LEADING TO THE DEFENDANT'S DETENTION WAS NOT JUSTIFIED BY THE OFFICER'S COMMUNITY CARE - TAKING FUNCTION.

THE FOURTH AMENDMENT OF THE UNITED STATES CONSTITUTION AND ARTICLE 1, SEC. 9 OF THE TEXAS CONSTITUTION PROTECT CITIZENS FROM UNREASONABLE SEARCHES AND SEIZURES. IN GENERAL, LAW ENFORCEMENT PERSONNEL MAY NOT SEARCH OR SEIZE AN INDIVIDUAL ABSENT A WARRANT BASED ON PROBABLE CAUSE. *WRIGHT V. STATE*, 7 S.W.3d 148 (Tex. Crim. App. 1999).

THE UNITED STATES SUPREME COURT HAS HELD THAT ONE EXCEPTION TO THE GENERAL WARRANT REQUIREMENT IS THE COMMUNITY CARE-TAKING FUNCTION OF LAW ENFORCEMENT. *CADY V. DOMBROWSKI*, 413 U.S. 433 (1973).

THE TEXAS COURT OF CRIMINAL APPEALS, RECOGNIZED THE COMMUNITY CARE-TAKING EXCEPTION IN *WRIGHT V. STATE*, STATING, HOWEVER, THAT THE EXCEPTION WAS NARROW. 7 S.W.3d 148 (1999).

IN *WRIGHT*, A POLICE OFFICER OBSERVED A PASSENGER LEAVING OUT OF THE WINDOW OF A CAR VOMITING. THE OFFICER PULLED THE CAR OVER TO CHECK ON THE WELFARE OF THE PASSENGER AND SEE IF ANY ASSISTANCE WAS NEEDED. THE COURT STATED THAT A POLICE OFFICER MAY STOP AND ASSIST AN INDIVIDUAL WHOM A REASONABLE PERSON, GIVEN THE TOTALITY OF THE CIRCUMSTANCES, WOULD BELIEVE IS IN NEED OF HELP. *Id.* at 151. THE COURT ENUMERATED THE FOLLOWING FACTORS TO DETERMINE WHETHER AN OFFICER ACTED REASONABLY IN STOPPING AN INDIVIDUAL TO DETERMINE IF HE NEEDS ASSISTANCE: 1) THE NATURE AND LEVEL OF STRESS EXHIBITED BY THE INDIVIDUAL; 2) THE LOCATION OF THE INDIVIDUAL; 3) WHETHER OR NOT THE INDIVIDUAL WAS ALONE AND/OR HAD ACCESS TO ASSISTANCE INDEPENDENT OF THAT OFFERED BY THE POLICE OFFICER; 4) TO WHAT EXTENT THE INDIVIDUAL, IF NOT ASSISTED, PRESENTED A DANGER TO HIMSELF AND OTHER. *Id.* at 152.

- ARGUMENTS-3

ANY EVIDENCE CONCERNING STATEMENTS MADE BY THE DEFENDANT WHILE ILLEGAL DETENTION AND/OR VOLUNTARINESS OF ANY ADMISSION OR CONFESSION PURSUANT TO THE FIRST AMENDMENT.

FIFTH CIRCUIT PATTERN JURY INSTRUCTIONS, CRIMINAL 2001, § 2.39 ONLY THOSE STATEMENTS AMOUNTING TO AN "UNEQUIVOCAL, UNCONDITIONAL AND SPECIFIC EXPRESSIONS OF INTENTION IMMEDIATELY TO INFLICT INJURY OR KILL" WILL BE CONSIDERED TRUE THREATS *UNITED STATES V. KELNER*, 534 F.2d 1020, 1027 (2d Cir. 1976). AN EXPRESSLY CONDITIONAL COMMUNICATION—SUCH AS "IF THEY EVER MAKE ME CARRY A RIFLE THE FIRST MAN I WANT IN MY SIGHTS IS L.B.J" HAS BEEN HELD TO NOT CONSTITUTE A TRUE THREAT *WATTS V. UNITED STATES*, 394 U.S. 705, 708 (1969)

THE "EXPRESSLY CONDITIONAL" NATURE OF THIS STATEMENT WAS A FACTOR THAT CONVINCED THE SUPREME COURT THAT WATTS'S WARNING WAS NOT A THREAT, BUT INSTEAD POLITICAL HYPERBOLE PROTECTED BY THE FIRST AMENDMENT. THE SECOND CIRCUIT COURT OF APPEALS HAS EXPLAINED WHAT THE WATTS COURT MEANT BY THE "CONDITIONAL NATURE" OF A STATEMENT: THE COURT WAS STATING THAT THREATS PUNISHABLE CONSISTENTLY WITH THE FIRST AMENDMENT WERE ONLY THOSE WHICH CONVEYED "A GRAVITY OF PURPOSE AND LIKELIHOOD OF EXECUTION SO AS TO CONSTITUTE SPEECH BEYOND THE PALE OF PROTECTED 'CAUSTIC... UNPLEASANTLY SHARP ATTACKS ON GOVERNMENT AND PUBLIC OFFICIALS. IN FACT THE COMMENT ITSELF AND THE USE OF THE CONDITIONAL TERMS IF AND WOULD EXPRESS TO THE LISTENER THAT THE SPEAKER LACKS THE CAPACITY AND INTENTION TO CARRY OUT THE REFERENCED ACT."

- CONCLUSION -

PROBABLE CAUSE MEANS THAT THERE IS A REASONABLE GROUNDS FOR BELIEF OF GUILT. BRINEGAR V. UNITED STATES, 338 U.S. 160, 69 S. Ct. 1302, 93 L. Ed. 1879 (1949). THE VIDEOTAPE IS THE BEST EVIDENCE OF THE STATE OF THE DEFENDANT AT THE TIME OF THE ARREST, HAVING BEEN MADE SHORTLY AFTER THE ARREST. THE VIDEOTAPE, ITSELF SHOWS A SOBER PERSON. BOTH THE PHYSICAL AND MENTAL FACULTIES OF THE DEFENDANT DO NOT SHOW THAT THERE WAS SUFFICIENT EVIDENCE TO SUPPORT AND INDEPENDENT JUDGEMENT OF PROBABLE CAUSE, WHICH IS WHAT IS REQUIRED, OF COURSE, FOR AN ARREST WITHOUT A WARRANT. WHITELEY V. WARDEN, WYOMING STATE PENITENTIARY, 401 U.S. 560 (1971). THEREFORE, THE ARREST AND CONTINUED CUSTODY SHOULD NOT HAVE TAKEN PLACE AND, ABSENT A WARRANT, WHICH WOULD NOT HAVE PASSED JUDICIAL MUSTER, THE DEFENDANT SHOULD HAVE BEEN RELEASED FROM CUSTODY FOLLOWING THE VIDEOTAPE. GERSTEIN V. PUGH, 420 U.S. 103, 95 S. Ct. 854, (1975). THE LEGAL REQUIREMENTS FOR AN ARREST WITHOUT A WARRANT ARE JUST AS STRINGENT AS THE REQUIREMENTS FOR AN ARREST WITH A WARRANT. IN OTHER WORDS THE EVIDENCE THAT WOULD HAVE BEEN PRESENTED BEFORE A NEUTRAL MAGISTRATE MUST HAVE CONVINCED A NEUTRAL MAGISTRATE THAT THERE WAS REASONABLE GROUND FOR BELIEF OF GUILT. BRINEGAR, 338 U.S. 160 (1949).

IS SUBMITTED THAT A REASONABLE MAGISTRATE, LOOKING AT THIS IDEOTAPE, WOULD NOT HAVE ISSUED A WARRANT. WHITELEY, 401 U.S. 560 (1971). THE STATE ARGUED IN WHITELEY THAT THE COURT SHOULD EMPLOY A LESS STRINGENT STANDARD FOR REVIEWING A POLICE OFFICER'S ASSESSMENT OF PROBABLE CAUSE AS A PRELUDE TO A WARRANTLESS ARREST THAN A COURT WOULD EMPLOY IN REVIEWING A MAGISTRATE'S ASSESSMENT AS A PRELUDE TO ISSUING AN ARREST WARRANT OR A SEARCH WARRANT. WHITELEY, 401 U.S. at 566. THE COURT IN WHITELEY, REJECTED THAT POSITION, NOTING THAT PRIOR SUPREME COURT CASES HAD ALSO REJECTED THAT DECISION AND THAT THE REASON FOR ITS REJECTION IS "BOTH FUNDAMENTAL AND OBVIOUS: LESS STRINGENT STANDARDS FOR REVIEWING THE OFFICER'S DISCRETION IN EFFECTING A WARRANTLESS ARREST AND SEARCH WOULD DISCOURAGE RESORT TO THE PROCEDURES FOR OBTAINING A WARRANT." THE LAW IN TEXAS REGARDING WARRANTLESS ARREST IS "MORE STRINGENT THAN THE DEMANDS OF THE U.S. CONSTITUTION," SINCE WARRANTLESS ARREST MUST BE SPECIFICALLY AUTHORIZED BY STATUTE. WITT V. STATE, 745 S.W. 2d 472, 476 (Tex. App.-HOUSTON [1ST DIST.] 1988, rev. ref'd); STEVENSON V. STATE, 780 S.W. 2d 294 (Tex. App.-TYLER, 1989) (STATUTES GOVERNING WARRANTLESS ARREST ARE TO BE STRICTLY CONSTRUED AND THE BURDEN IS ON THE STATE TO SHOW THAT WARRANTLESS ARRESTS COME WITHIN THE STATUTORY EXCEPTION).

- SUBSTANTIALLY -

FOR PURPOSES OF MAKING A WARRANTLESS ARREST UNDER TEXAS CODE OF CRIMINAL PROCEDURE, ART. 14.03(a)(1), ARREST OF THE SUSPECT BASED ON EVENTS AS CONSISTENT WITH INNOCENT ACTIVITY AS WITH CRIMINAL ACTIVITY IS UNLAWFUL.

RYAN RYDELL BONNER IS ILLEGALLY RESTRAINED IN HIS LIBERTY BY GALVESTON COUNTY SHERIFF'S OFFICE AND PROCESS OF INDICTED BY A GRAND JURY

- PRAYER -

WHEREFORE PREMISES CONSIDERED, THE DEFENDANT RESPECTFULLY PRAY THAT THE COURT FIND THERE WAS NOT PROBABLE CAUSE TO ARREST THE DEFENDANT FOR PUBLIC INTOXICATION AND ORDER THAT ALL EVIDENCE AS A RESULT OF THE UNLAWFUL ARREST OF THE DEFENDANT BE SUPPRESSED AND NOT BE ADMITTED INTO EVIDENCE UPON THE TRIAL OF THIS CASE. THE DUE DILIGENCE TO-WITH JUDICIAL REVIEW UNDER THE LEX SPECIALIS RULE AND DUE PROCESS OF LAW, NEVERTHELESS EXPRESSIO UNIUS AND OCCAM'S RAZOR STANDING, STANDARD OF PROOF UPON SUBSTANTIVE LAW WITHIN JURISDICTION OF JUDICIAL POWER RELEASE RYAN RYDELL BONNER FROM RESTRAINT'S OF GALVESTON COUNTY JAIL

RESPECTFULLY SUBMITTED,

Ryan Rydell Bonner
RYAN RYDELL BONNER
5700 AVE # GALVESTON, TX 775
8-15-2020

5720F 11

MY NAME RYAN RYDELL BONNER I AM 36 YEAR OLD MY ^{BIRTH -} ~~DATE~~ -
DAY IS 02-19-1984 MY DL# 24900663, TEXAS. UNDER OATH THE ALLEG-
ATIONS OF THIS PETITION ARE TRUE, ACCORDING TO THE BELIEF OF THE
PETITIONER.

Ryan Rydell Bonner
RYAN RYDELL BONNER
5700 AVE H GALVESTON TX
77557

- COUNTERPOINT -

WITHIN ABNORMALLY DANGEROUS ACTIVITY OF NO SOCIAL DISTANCE
IN GALVESTON COUNTY JAIL NEVERTHELESS THE ABUSE-OF-RIGHTS
DOCTRINE FALL WITHIN THE DUE ADMINISTRATION OF JUSTICE UPON
SAID "DEFENDANT" UNDER CONSTRUCTIVE CONDITION THE COVID-19
PANDEMIC PUTTING JUDICIAL RESTRAINT PERVERTING THE COUR-
SE OF JUSTICE, PART PERFORMANCE ~~THE~~ PROSECUTORIAL VINDICTIV-
ENESS, WHILE DEFICIENCY THE RIGHTS OF ACCUSED, AND DISTINCT-
IVE DENIAL WITHIN DUE COURSE OF LAW.

Ryan Rydell Bonner

EXHIBIT A

OF
10

[FILL OUT cause number and heading information EXACTLY as it is written on the Petition]

NO. 19-CR-1881

	§	
	§	
	§	
	§	
	§	

AFFIDAVIT

THE STATE OF TEXAS
COUNTY OF

Harris

[PRINT the name of the county where this statement is being notarized.]

BEFORE ME, the undersigned authority, on this day personally appeared

Shenette Davis

, who

[PRINT the first and last names of the person who will sign this statement.]

swore or affirmed to tell truth, and stated as follows:

"My name is

Shenette Davis

[PRINT the first and last names of the person who will sign this statement.]

I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement I may be held criminally responsible. This statement is true.

On June 12, 2019 Ryan Bonner and I was at his mother's house 19 La Marque Texas, when Ryan Bonner and his mother got into an argument, so he told me and our baby girl that we was going back home which was my place at 1302 Heard's Lane Apt 821 where Ryan Bonner and I ~~live~~ live at. So me and our 2 1/2 week old baby and Ryan Bonner arrive at my apartment. Ryan Bonner has been staying at my apartment with me for about a year and a half and he pays the rent and light bill mean while I am knocking on my door and my mother (Cassandra Harris) finally opens the door and I proceed to put our ~~baby~~ baby on the couch while

she was still in her car seat by this time Ryan Bonner is bringing all of the baby and my things upstairs my mother Cassandra Harris sees him and says to him she didn't want him near and that she was calling to police to have him removed so a couple of minutes later the police arrive. It was 3 police officers that arrived at my apartment Ryan Bonner and I meet the 3 officers outside so we could explain to them what was going on. So Ryan Bonner and I was outside talking to the police. I am holding our daughter in my arms at this time Ryan Bonner is talking to the tall officer I am telling him to calm down because he was already upset from the argument that him and his mother had so he was calming down and that when the officer ask me did I want him to leave and I told him no he don't have to go nowhere because he is with me and we have a child together so no he don't have to go anywhere because I want him here. At this point the tall officer went inside to talk to my mother and came back outside where Ryan Bonner and I was on the porch and said that my mother was going to go in her room and leave me and Ryan Bonner alone. That's when the officer told Ryan Bonner that he could make him leave and that's when I said how are you going to make him leave when he is with me and I just told you that I don't want him to go nowhere. Ryan Bonner told the 3 police officers that he was leaving but he was coming back. So the tall

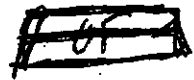


EXHIBIT A

officer ask him where he was going he turned around and walked back up the stairs he wasn't even half way down the stairs yet so he repeated himself and said I'm going to leave but I'll be back and that's when the officer said no you not I am taking you to jail I gave you a chance to leave and you refuse so they handcuffed him at the top of my stairs so I walked down the stairs with the officers while holding our brand new baby that wasn't even 3 weeks old yet my mother and I share the apartment and we are on the lease together but I am the head of household.

Electronically Filed
EXHIBIT A 5

~~BOX~~

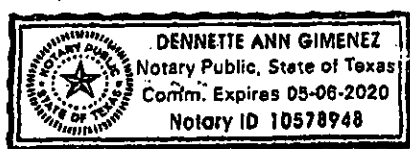
[Empty lines for text entry]

Shenette Davis

[The person who has personal knowledge of this statement must sign it.
DO NOT SIGN this statement until you are in front of a notary.]

State of Texas
County of Dallas
[name of county where statement is notarized.]

SWORN to and SUBSCRIBED before me, the undersigned authority, on
the 25 day of June, 2019 year, by
Shenette Davis
[PRINT the first and last names of the person who is signing this affidavit.]



[Notary's seal must be included.]

Denette Gimenez
Notary Public, State of Texas [Notary's signature.]



TEXAS APARTMENT ASSOCIATION

MEMBER

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: February 28, 2019

(when this Lease Contract is filled out)

Moving In - General Information

1. Parties. This Lease Contract ("Lease") is between you, the resident(s) (list all people signing the Lease):

Shenette Davis
Cassandra Harris

and us, the owner: Parc at Marina Landing

(name of apartment community or title holder). You are renting Apartment No. 821 at 7302 Heards Lane

(street address) in Galveston

(city), Texas 77551 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.

2. Occupants. The apartment will be occupied only by you and (list all other occupants not signing the Lease):

— and no one else. Anyone not listed here cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

3. Lease Term. The initial term of the Lease begins on the 1st day of March (month), 2018 (year), and ends at 11:59 p.m. the 28th day of February (month), 2019 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. If the number of days isn't filled in, notice of at least 30 days is required.

4. Security Deposit. The total security deposit for all residents is \$ 500.00, due on or before the date this Lease is signed. This amount (check one): ☐ does or ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (check one): ☒ one check jointly payable to all residents and mailed to any one resident we choose, or ☐ one check payable to and mailed to _____

(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. Keys, Move-Out, and Furniture. You'll be given 2 apartment key(s), 1 mailbox key(s), and 1 other access devices for Gate. Before moving out, you must give our representative advance written move-out notice as stated in Par. 36. The move-out date in your notice (check one): ☒ must be the last day of the month, or ☐ may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order. Your apartment will be (check one): ☐ furnished or ☒ unfurnished.

6. Rent and Charges. You will pay \$ 902.00 per month for rent, in advance and without demand (check one): ☒ at the onsite manager's office ☐ through our online payment site ☒ at drop box

Prorated rent of \$ _____ is due for the remainder of the (check one): ☐ 1st month or ☐ 2nd month, on the _____ day of _____ (month), _____ (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify. If you don't pay all rent on or before the 4th day of the month, you'll pay the reasonable initial late charge of \$ 25.00, plus the reasonable daily late charge of \$ 5.00 per day after that date until the amount due is paid in full. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of rent. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

7. Utilities and Services. We'll pay for the following items, if checked: ☐ gas ☒ water ☒ wastewater ☐ electricity ☒ trash/recycling ☐ cable/satellite ☐ master antenna ☐ Internet ☒ stormwater/drainage ☐ other _____

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

8. Insurance. Our insurance doesn't cover the loss of or damage to your personal property. You are (check one):

☐ required to buy and maintain renter's or liability insurance (see attached addendum), or ☒ not required to buy renter's or liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. Special Provisions. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

Appliance provided in unit—

Refrigerator, Electric Range,

Microwave, Dish Washer, Garbage

Disposal.

10. Unlawful Early Move-Out And Reletting Charge.

10.1 Your Responsibility. You'll be liable for a reletting charge of \$ 766.70 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.

Your Initials: SD CAInitials of Our Representative: /

Apartment Lease Contract ©2012, Texas Apartment Association, Inc. Page 1 of 8

FILE COPY

OFFICIAL NOTICE FROM COURT OF CRIMINAL APPEALS OF TEXAS
P.O. BOX 12308, CAPITOL STATION, AUSTIN, TEXAS 78711

5/25/2022

BONNER, RYAN RYDELL

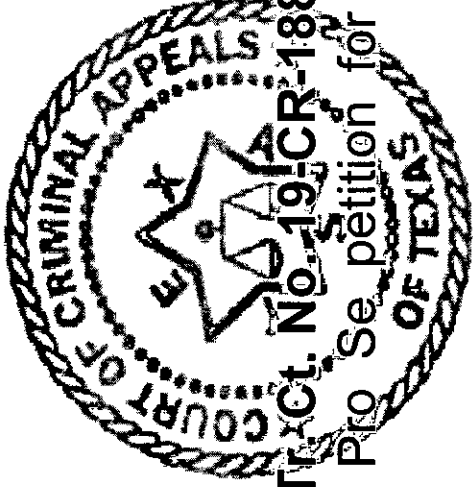
Tr.Ct. No. 19-CR-1881

COA No. 14-21-00286-CR

PD-0205-22

On this day, the Appellant's Pro Se petition for discretionary review has been refused.

Deana Williamson, Clerk



RYAN RYDELL BONNER

TRAVIS COUNTY - TDC # 2359198

8101 FM 969

AUSTIN, TX 78724

FILE COPY

OFFICIAL NOTICE FROM COURT OF CRIMINAL APPEALS OF TEXAS
P.O. BOX 12308, CAPITOL STATION, AUSTIN, TEXAS 78711

6/29/2022

BONNER, RYAN RYDELL

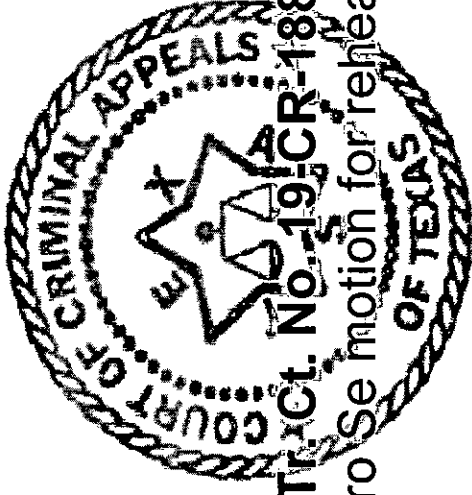
Tr.Ct. No. 19-CR-1881

14-21-00286-CR

PD-0205-22

On this day, the Appellant's Pro Se motion for rehearing has been denied.

Deana Williamson, Clerk



RYAN RYDELL BONNER
TRAVIS COUNTY - TDC # 2359198
8101 FM 969
AUSTIN, TX 78724