

**EVICTION FILING FEES**

\$51.00 Filing Fee

\$75.00 Service Fee per person

(Married couple (with same last name) \$75.00)

Payment must be (2) separate checks or money orders:  
(cash accepted, at office, must have exact amount)

Filing Fee make payable to: **BASTROP COUNTY JP #4**

Service Fee make payable to: **BASTROP COUNTY CONSTABLE PCT #4**

---

**BASTROP COUNTY JUSTICE COURT PCT. 4**

LARRY A. DUNNE-JUDGE

1125 DILDY DRIVE

ELGIN, TEXAS 78621

512.581.7162 FAX # 512.581.7163





LARRY A. DUNNE  
JUDGE

Justice Court  
PRECINCT FOUR  
ELGIN, TEXAS 78621

1125 DILDY DRIVE  
512.581.7162

**GENERAL INFORMATION SHEET**

**IN ORDER TO ASSIST US IN THE TIMELY SERVING OF CIVIL PAPERS, PLEASE FURNISH THE FOLLOWING INFORMATION:**

Plaintiff's Name: \_\_\_\_\_

Plaintiff's Address: \_\_\_\_\_  
\_\_\_\_\_

Plaintiff's Phone Number: \_\_\_\_\_ mobile  
\_\_\_\_\_ work/fax

Defendant's Name: \_\_\_\_\_

Defendant's Address: \_\_\_\_\_  
\_\_\_\_\_

Defendant's Phone number: \_\_\_\_\_ mobile  
\_\_\_\_\_ work/fax

Defendant's Place of Employment: \_\_\_\_\_

Employment Address: \_\_\_\_\_

Defendant's work hours: \_\_\_\_\_

ANY OTHER INFORMATION THAT YOU CAN FURNISH WILL HELP GREATLY IN SERVING YOUR PAPERS.

**PLEASE FURNISH EXPLICIT DIRECTIONS OR A MAP IF POSSIBLE.**

CAUSE NO. \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF

§ IN THE JUSTICE COURT

v.

§  
§  
§  
§  
§  
§

PRECINCT NO. \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT

\_\_\_\_\_ COUNTY, TEXAS

., on

**CITATION (EVICTON CASE)**

THE STATE OF TEXAS

TO: \_\_\_\_\_ DEFENDANT in the above-styled and numbered case:

This citation is issued pursuant to a petition filed by the above-named Plaintiff on

\_\_\_\_\_, 20\_\_\_. In addition to possession of the property the Plaintiff is seeking the following relief in this case:  back rent \$\_\_\_\_\_;  attorney's fees \$\_\_\_\_\_;  court costs \$\_\_\_\_\_; D other (specify: \$\_\_\_\_\_). The Plaintiffs attorney's name and address, or the Plaintiffs address, if they have no attorney, are: \_\_\_\_\_

\_\_\_\_\_. NOTICE TO VACATE: notice was delivered on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ and delivered by \_\_\_\_\_ this method \_\_\_\_\_. You must appear in this court, located at \_\_\_\_\_, TX \_\_\_\_\_ the date and time stated below.

**YOU HAVE BEEN SUED FOR EVICTION FROM YOUR RESIDENCE. THE ABOVE-NAMED PLAINTIFF SEEKS POSSESSION OF THE PREMISES AND THE OTHER RELIEF STATED ABOVE. YOU MUST APPEAR IN PERSON FOR TRIAL IN COURT AT THE LOCATION STATED ABOVE AT \_\_\_\_ .M. ON\_\_\_\_ , 20\_. YOU MAY, BUT ARE NOT REQUIRED TO, FILE A WRITTEN ANSWER WITH THE COURT ON OR BEFORE THE DAY SET FOR TRIAL. UPON TIMELY REQUEST AND PAYMENT OF A JURY FEE NO LATER THAN THREE (3) DAYS BEFORE THE DAY SET FOR TRIAL, THE CASE WILL BE HEARD BY A JURY. DO NOT IGNORE THESE PAPERS. FAILURE TO APPEAR FOR TRIAL MAY RESULT IN A DEFAULT JUDGMENT BEING ENTERED AGAINST YOU. FOR FURTHER INFORMATION, CONSULT PART V. OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION.**

THIS SUIT TO EVICT INVOLVES IMMEDIATE DEADLINES. A TENANT WHO IS SERVING ON ACTIVE MILITARY DUTY MAY HAVE SPECIAL RIGHTS OR RELIEF RELATED TO THIS SUIT UNDER FEDERAL LAW, INCLUDING THE SERVICEMEMBERS CIVIL RELIEF ACT (50 U.S.C. APP. SECTION 501 ET SEQ) OR STATE LAW, INCLUDING SECTION 92.017, TEXAS PROPERTY CODE. CALL THE STATE BAR OF TEXAS TOLL-FREE AT 1-877-9TEXBAR IF YOU NEED HELP LOCATING AN ATTORNEY. IF YOU CANNOT AFFORD TO HIRE AN ATTORNEY, YOU MAY BE ELIGIBLE FOR FREE OR LOW-COST LEGAL ASSISTANCE.

**DEMANDA PARA DESALOJAR**

ESTA DEMANDA PARA DESALOJAR INVOLUCRA PLAZOS INMEDIATOS. UN INQUILINO QUE ESTA EN SERVICIO MILITAR ACTIVO PUEDE TENER DERECHOS ESPECIALES O SOCORRO EN RELACION CON ESTE TRAJE POR LA LEY FEDERAL, INCLUIDOS LOS MIEMBROS DEL SERVICIO CIVIL RELIEF ACTUAR (50 U.S.C. APP. SECCION 501 Y SS.) O LA LEY DEL ESTADO, INCLUIDA LA SECCION 92.017, TEXAS CODIGO DE LA PROPIEDAD. LLAME AL COLEGIO DE ABOGADOS DE TEXAS (STATE BAR OF TEXAS), LLAMADA GRATUITA AL 1-877-9TEXBAR SI USTED NECESITA AYUDA PARA LOCALIZAR A UN ABOGADO. SI NO ESTA A SU ALCANCE CONTRATAR A UN ABOGADO, USTED PUDIERA SER ELEGIBLE PARA ASESORIA LEGAL GRATUITA O DE BAJO COSTO.

**TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19**

The Centers for Disease Control issued an order stopping some evictions. You may be able to stop your eviction if you sign the attached Declaration under Penalty of Perjury for the Centers for Disease Control and Prevention's Temporary Halt in Evictions to Prevent Further Spread of COVID-19 and provide it to your landlord and the court. Before signing the Declaration, read it carefully and make sure all the statements are true. The Declaration is sworn, meaning you can be prosecuted, go to jail, or pay a fine if any of the statements are not true. Find out more about the order at [TexasLawHelp.org](http://TexasLawHelp.org).

ISSUED AND SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
JUSTICE OF THE PEACE, PRECINCT \_\_\_\_  
\_\_\_\_\_  
COUNTY, TEXAS

## JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): \_\_\_\_\_

STYLED \_\_\_\_\_  
 (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

<p><b>1. Contact information for person completing case information sheet:</b></p> <p>Name: _____ Telephone: _____</p> <p>Address: _____ Fax: _____</p> <p>City/State/Zip: _____ State Bar No: _____</p> <p>Email: _____</p> <p>Signature: _____</p>	<p><b>2. Names of parties in case:</b></p> <p>Plaintiff(s): _____</p> <p>_____</p> <p>Defendant(s): _____</p> <p>_____</p> <p>_____</p> <p>[Attach additional page as necessary to list all parties]</p>
<p><b>3. Indicate case type, or identify the most important issue in the case (select only 1):</b></p>	
<p><input type="checkbox"/> <b>Debt Claim:</b> A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> <b>Eviction:</b> An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>
<p><input type="checkbox"/> <b>Repair and Remedy:</b> A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>	<p><input type="checkbox"/> <b>Small Claims:</b> A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.</p>



THE STATE OF TEXAS  
LARRY A. DUNNE, II

COUNTY OF BASTROP  
JUSTICE OF THE PEACE, PRECINCT 4

CAUSE #: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff

IN THE JUSTICE COURT

vs.

Precinct #4

\_\_\_\_\_  
Defendant

BASTROP COUNTY, TEXAS

**NON-MILITARY AFFIDAVIT**

BEFORE ME, the undersigned authority, on this date, personally appeared \_\_\_\_\_, known to be a credible person, and after being sworn upon his oath did depose and say:

"I, \_\_\_\_\_, Plaintiff in the above-entitled and numbered cause and duly authorized to make this affidavit.

Defendant, \_\_\_\_\_, was not, either at the time of the institution of this suit, or at any time since, been a member of any Military or Naval Service in the United States of America insofar as is now or can be determined by affiant."

Further affiant sayeth not.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

THE STATE OF TEXAS  
COUNTY OF BASTROP

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(SEAL)

1125 DILDY DRIVE  
ELGIN, TEXAS 78621  
PHONE 512.581.7162 FAX 512.581.7163



(LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

---

---

2. **Declaration or Notary:** Complete only one of the two following sections:

- a. **Declaration:** I declare under penalty of perjury that everything in this verification is true and correct.

My name is: \_\_\_\_\_

My birthdate is:                      *First*                      *Middle*                      *Last*  
  \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
  *Month*    *Day*        *Year*

My address is:

\_\_\_\_\_  
*Street Address & Unit No. (if any)*                      *City*                      *County*                      *State*    *ZIP*

Signed on \_\_\_\_/\_\_\_\_/\_\_\_\_ in \_\_\_\_\_ County, Texas.  
                  *Month*    *Day*        *Year*

\_\_\_\_\_  
**Your Signature**

**OR**

- b. **Notary:** I declare under penalty of perjury that everything in this verification is true and correct

\_\_\_\_\_  
**Your Printed Name**

\_\_\_\_\_  
**Your Signature (sign only before a notary)**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**CLERK OF THE COURT OR NOTARY**

CARES Act  
Public Law 116-136

**Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.**

(a) **DEFINITIONS.**—In this section:

(1) **COVERED DWELLING.**—The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and

(B) is on or in a covered property.

(2) **COVERED PROPERTY.**—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 (34 U.S.C. 12491(a)));

or

(ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or

(B) has a—

(i) Federally backed mortgage loan; or

(ii) Federally backed multifamily mortgage loan.

(3) **DWELLING.**—The term “dwelling”—

(A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and

(B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).

(4) **FEDERALLY BACKED MORTGAGE LOAN.**—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(5) **FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.**—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(b) **MORATORIUM.**—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not—

(1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or

(2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

(c) **NOTICE.**—The lessor of a covered dwelling unit—

(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

**ATTACHMENT DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19** This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct: • I have used best efforts to obtain all available government assistance for rent or housing;<sup>37</sup> • I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic 37 "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member. Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act; • I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary<sup>38</sup> out-of-pocket medical expenses; • I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; • If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.<sup>39</sup> 38 An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year. 39 "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you. • I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected. • I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

\_\_\_\_\_ Signature of Declarant \_\_\_\_\_ Date

Authority The authority for this Order is Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2. Dated: September 1, 2020.

CAUSE NO. \_\_\_\_\_

\_\_\_\_\_  
PLAINTIFF

v.

\_\_\_\_\_  
DEFENDANT

§  
§  
§  
§  
§  
§  
§

PRECINCT NO. \_\_\_\_\_

\_\_\_\_\_ COUNTY, TEXAS

**VERIFICATION OF COMPLIANCE WITH SECTIONS 4023 AND 4024 OF THE CARES ACT AND THE CDC ISSUED FEDERAL EVICTION MORATORIUM ORDER**

**My name is:** \_\_\_\_\_  
*First Middle Last*

I am (*check one*)  **the Plaintiff** or  **an authorized agent of the Plaintiff** in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

**1. Verification:**

a. Plaintiff is seeking to recover possession of the following property:

\_\_\_\_\_  
*Name of Apartment Complex (if any)*

\_\_\_\_\_  
*Street Address & Unit No. (if any) City County State ZIP*

b. I verify that this property (select the one that applies):  is  is not a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows:

*(Please identify whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact.)*

\_\_\_\_\_  
*(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)*

