

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed as of the date first above written.

BATESFIELD ESTATES PROPERTY OWNERS' ASSOCIATION OF ODESSA, INC.

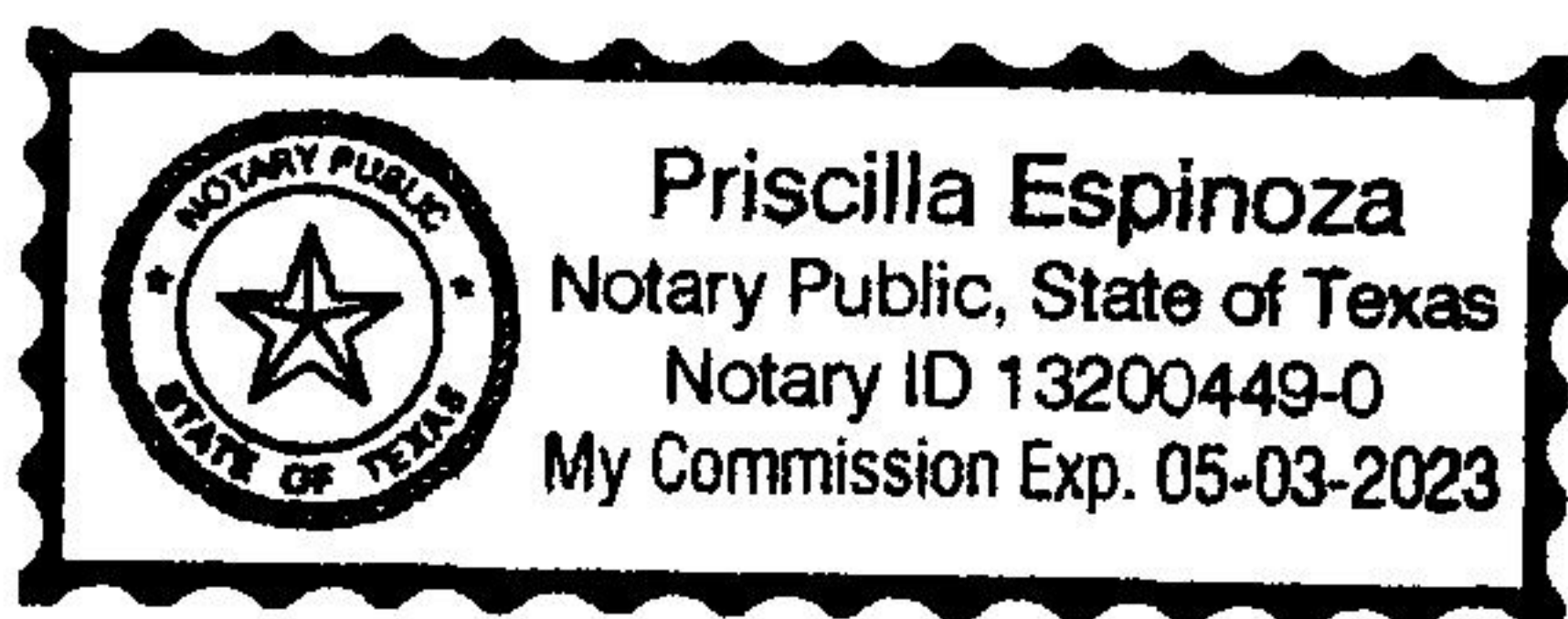
By: Liza Shuler
Name: Liza Shuler
Title: Shuler Association Management, Inc., Managing Agent

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 14th day of September, 2021, by Liza Shuler, of Shuler Association Management, Inc., the Managing Agent for Batesfield Estates Property Owners' Association of Odessa, Inc., on behalf of such Association.

Notary Public in and for the State of Texas

Priscilla Espinoza
Notary Public Signature



AFTER RECORDING RETURN TO:
Shuler Association Management, Inc.
P.O. Box 136
Gardendale, TX 79758

**E-mail Registration Resolution for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

WHEREAS, The Batesfield Estates Property Owners' Association of Odessa, Inc., a Texas Non-Profit Corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051 (e)(2)(B) of the TEXAS PROPERTY CODE provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051 (f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "E-mail Registration Resolution" (the "Resolution"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051 (e)(2)(B) when: (1) the owner has completed the registration form available at www.SouthernAM.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051 (e)(2)(B), the registration form must be completed and submitted after August 31, 2021.
- 3.) No other form of e-mail registration shall be accepted for the purpose of communication notices under Section 209.0051 (e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: *Raul Baeyn* Dare: 9/13/21

**Conflict of Interest Policy for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

This Conflict-of-Interest Policy (The "Policy") for the Batesfield Estates Property Owners' Association of Odessa, Inc. is adopted by the Batesfield Estates Property Owners' Association of Odessa, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Association's Board of Directors (the "Board") on August 31, 2021.

RE: Conflict of Interest Policy

WHEREAS:

- 1.) Section 209.0052 of the TEXAS PROPERTY CODE adds limitations relating to an association contracting services from a board member, a board member's Relative, a board member's company, or a board member's Relative's company.
- 2.) The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT any contracts causing a conflict of interest with a current Director will comply with the following:

- 1.) For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purpose of this policy, Owned means that a person owns fifty-one percent (51%) or more.
- 2.) The Association may enter into a contract with the current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefits about and beyond any benefit received by the entire membership of the community if:
 - a. The Association has received at least two other competitive bids for the contact from persons not associated with the Director, Relative, or company (if reasonably available);
 - b. The applicable Director is not given access to the other bids, does not participate in any Board's discussion regarding the contract, and does not vote on the award of the contract.
 - c. The relationship concerning the applicable Director is disclosed to or known by the Boards and the Board, in good faith and with ordinary care authorizes the contact by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
 - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.
- 3.) A conflict of interest shall mean, any contract transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative, or any benefit above and beyond any benefit received by the entire membership or the community.
- 4.) The interest can be either direct or indirect.
- 5.) The benefit is not limited to strictly monetary rewards (e.g., access to information for private gain).
- 6.) If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: Paul Bays Date: 9/13/21

**Records Retention Policy for the
Batesfield Estates Property Owners' Association of Odessa, Inc.,**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This Records Retention Policy (The "Policy") for the Batesfield Estates Property Owners' Association of Odessa, Inc., is adopted by the Batesfield Estates Property Owners' Association of Odessa, Inc., (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Association's Board of Directors (the "Board") on August 31, 2021.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants, and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address electronically or in a stage facility as deemed appropriate by the Board.
- 6.) Tax return and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: Paul Bayn Date: 9/13/21

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**Records Inspection Policy for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This Records Inspection Policy (the "Policy") is adopted by the Batesfield Estates Property Owners' Association of Odessa, Inc., (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Batesfield Estates Property Owners' Association of Odessa, Inc., Association's Board of Directors (the "Board") on August 31, 2021.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Boards, are limited to:
 - a. A member of the Association as evidence by a deed, deed of trust, or provision within the declaration or;
 - b. the agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designation said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. describe in detail each record requested including the fiscal year to which said record relates;
 - c. contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30-days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice was sent to the owner, may be added to the owner's account as an assessment. If the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: August 31, 2021
Authorized Board Member Signature: _____

Raul Buezo

Date: 9/13/21

**Payment Plan Resolution for the
Batesfield Estates Property Owners' Association of Odessa, Inc.**

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current.
- b. There is no opportunity to cure a default under a Payment Plan.
- c. While an owner is in default of a Payment Plan issued pursuant to their Policy, Payment by the owner shall be applied in the manner specified in the written Payment Plan agreement.

EFFECTIVE DATE: August 31, 2021

Authorized Board Member Signature: _____ Date: _____

Paul Bay

9/13/21

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Single Family

**Batesfield Estates Property Owner's Association of Odessa, Inc.
Collection Schedule**

Collection Action *	Late Charge	Administrative Fee	Other Fees
<p>1st Notice: Courtesy Notice (30 Days Past Due)</p> <p>Letter generated and mailed to owner with deadline to pay and intent to charge a \$50 Statutory Notice Fee charged to account</p>	Per governing documents	\$20	N/A Letter Sent certified mail and regular mail.
<p>2nd Notice: 209 Notice (75 Days Past Due)</p> <p>209 Notice: 45-day cure notice is sent to owner. 209 compliant notices generated. Letter sent with itemization of charges and copy of collection schedule explaining potential fees charged if total balance not paid in full by due date. Balance forwards, if necessary, attached to billing statement. Intent to hand deliver and charge a \$75 hand delivery charge if not paid by due date.</p>	Per governing documents	\$20	\$50 Statutory Notice fee charged to owner's account Letter sent certified mail.
<p>3rd Notice: Notice of hand delivery (105 Days Past Due)</p> <p>Letter generated and mailed to owner with deadline to pay. Letter also sent via courier to hand deliver to resident.</p>	Per governing documents	\$20 Fee	\$75 Hand Delivery Fee Charged to owner's account Letter sent via regular usps mail and courier hand delivery.
<p>4th Notice: Notice with intent to Turnover to Collection Agency/Attorney (135 Days Past Due)</p> <p>Letter generated and mailed to owner with deadline to pay. PACER search done looking for all listed owners of the property. All pending bankruptcies or active litigation involving owner researched for financial situation of owner and to determine if the property is at risk for foreclosure by another entity superior to HOA.</p> <p>Settlement offer/discount of 10% off Collection/admin fees if owner pays balance in full by due date.</p>	Per governing documents	\$20 Fee	\$50 Escalated Property Processing fee charged to owner's account. Letter sent via certified mail
<p>5th Notice - Account Sent to attorney – Board Approval Needed (180 Days Past Due)</p> <p>Title search completed to confirm ownership and mailing address for property. 209 Notice checked for accuracy. Tracking information and signature for 209 notices pulled and provided to attorney. Search for any existing liens against the property and provided to attorney if applicable. Transaction history pulled and provided to attorney. Legal work</p>	Per governing documents	\$20 Fee	\$90 fee to process file to third party debt collector/attorney. Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association. Does require board approval. Letter sent via certified mail and regular USPS mail.

Single Family

order generated to provide attorney any pertinent information on the owner's file. Correspondence reviewed for any contact with owner regarding payments, pending sales and refinances, or pending payment plan requests.			
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Collection Action: The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date, then a collection action will cease on owner's account.

Priority of Payments: Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied Per Texas Property Code 209.0063. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account

General Policy: All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non-sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to the HOA and reimbursed by the homeowner.

The monthly Admin Fee/Other Fees are charged to the homeowners account each month the account remains delinquent and is paid to management company by the HOA at the time services are rendered and charged to the homeowners account for reimbursement of charges incurred.

Payment Plans: Payment plans shall be approved by the Association pursuant to Section 209.0064 of The Texas Property Code. The Association is not required to offer a payment plan to an owner after the forty -five (45) day period, to pay the due balance if the final notice has expired. Please see Payment Plan Resolution for the Batesfield Estates Property Owners Association of Odessa, Inc., for full disclosure.

- A Payment Plan shall have a minimum term of not less than 3 months.
- Association may use its discretion to determine the maximum term of a payment plan.
- Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.
- Association may require a good faith payment of not more than 25% prior to commencing a payment plan.
- Any eligible owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan
- Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
- If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
- All Payment Plans must be in writing and signed by the owner entering said Payment Plan
- Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection unless management decides to waive this provision because of extenuating circumstances.
- Administrative fee of \$10 per month will be applied to all payment plan requests and will be paid by the Association when services are rendered, and then reimbursed by the homeowner when balance is paid.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

Violation Enforcement Resolution for the Batesfield Estates Property Owners' Association of Odessa, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

Pursuant to the Declaration of the Protective Covenants of the Batesfield Estates Property Owners' Association of Odessa, Inc., (referred to as the "Association") a Texas non-profit corporation, the Directors of the Batesfield Estates Property Owners' Association of Odessa, Inc., (referred to as the "Board") consent to the adoption of the following resolutions:

RE: Violation Enforcement Schedule/Resolution
Violation Enforcement Schedule/Resolution for Lot Maintenance/Force Maintenance

WHEREAS:

1. The Board of Directors is empowered to enforce the Covenants, Conditions and Restrictions of the Covenants, Bylaws and any rules and regulations of the Association,
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Schedule/Resolution and the Violation Enforcement Schedule/Resolution for Lot Maintenance/Force Maintenance to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy conflicts with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced.
3. The Violation Schedules (attached) shall be the Association's Resolutions of enforcement for all Covenants, Conditions, and Restriction Violations.

EFFECTIVE: August 31, 2021



Authorized Board Member:

9/13/21

Date

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Amended Violation Enforcement Schedule for Batesfield Estates Property Owners' Association of Odessa, Inc.

STATUS	VIOLATION PROCEDURE	ACTION REQUIRED	NOTES
Level 1: 1st Sighting/Notice Sighting/notification of Violation	Kind Courtesy 209.006 Notice and Opportunity to Cure w/intent to fine fifty (50) dollars if not resolved within thirty (30) days from this notice. Notice sent Certified Mail and regular mail.	30 Days to correct/resolve Violation	209.006 Certified Mail "Notice and Opportunity to Cure" Fine - \$0 Fee - \$0
Level 2: 2nd Sighting/Notice Violation was not resolved within 30 Days/No application for an extension received	Send Second Notice with notice of applied fine of fifty (50) dollars and intent to fine an additional one hundred (100) Dollars if not resolved within ten (10) days from this notice. Notice sent Certified Mail	10 days to correct/resolve Violation	Fine - \$50 Fee - \$0
Level 3: 3rd Sighting/Notice Violation was not resolved within 10 days/No application for an extension	Send 3rd Notice with notice of applied fine of one hundred (100) dollars and intent to fine an additional two hundred (200) dollars if not resolved within 10 days from this notice. Notice sent Certified mail and regular mail.	10 days to correct/resolve Violation	Fine - \$100 Fee - \$0
Level 4: Final Notice No request for an extension. Account sent to HOA's attorney	Send Final 209 Notice of applied fine of \$200.00 and Notice advising account is being sent to attorney in 30 days if violation not resolved. Send final letter advising account was sent to the HOA's attorney to correct the violation through the court system due to failure to cure. Notice sent Certified Mail.	Final 30 days to resolve prior to sending account to attorney.	Fine - \$200 Legal Fees if applicable Accounts sent to attorney will require majority of the board's approval via email and/or board meeting during executive session.

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General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. Extension requests longer than 30 days will require that member send in a written request via email or regular mail and review of Board for approval. If the homeowner does not cure the violation after the extension period, the process will be resumed at the last level of the schedule, up to and including referral to the HOA's Attorney.

Forced Maintenance Procedure

It is the option of the Board of Directors to decide when and if an account is Forced Maintenance and/or escalated to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history, or other factors that may influence the Board's decision. Once an account is turned over to the attorney's office, the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond, the attorney will pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien and take legal action if needed.

Other

This policy may be amended and/or adjusted by the Board of Directors from time to time without notice, including increase of the Forced Maintenance Fee. Homeowners are advised that they should contact the management company to request the most recent version of this policy, if they have a question, and/or need an extended amount of time to cure the violation, or assistance in making payment arrangements. Please note: notice of violation to include, but not limited to grass, weeds, siding, approved improvements, vegetation, fences, & other violations within the CC&R's.

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**Violation Enforcement Schedule for Lot Maintenance/Force Maintenance
Batesfield Estates Property Owners' Association of Odessa, Inc.**

<p>Level 1: 1st Sighting/Notice</p> <p>Sighting/notification of Violation</p>	<p>Send Courtesy 209.006 Notice and Opportunity to Cure w/intent to Force Mow/Maintenance if not resolved within thirty (30) days from this notice.</p> <p>Notice sent Certified Mail and regular mail.</p>	<p>45 Days to correct/resolve Violation</p>	<p>Fine - \$0 Fee - 0</p>
<p>Level 2: Final Notice</p> <p>No request for an extension. Property Forced Maintenance or Account sent to HOA's attorney</p>	<p>Send Final Notice of applied fine of \$50.00 and Notice of Forced Maintenance Action. The Fee associated with maintaining the lot can range between three hundred dollars (\$300) to fifteen hundred dollars (\$1500) and is subject to change. Members are advised to contact management company to request the most recent Force Maintenance Fee.</p> <p>The Board may escalate the matter to the Association's attorney if contractor is denied access by sending a final notice that the file will be forwarded to the HOA's attorney to correct the violation through the court system in thirty (30) days if the violation is not resolved.</p> <p>Notice sent Certified Mail.</p>	<p>Final 30 days to solve prior to sending account to attorney if member denies contractor access to force maintenance.</p>	<p>Fine - \$50 Fee - \$300-\$1,500 Legal Fees if applicable</p> <p>Accounts sent to attorney or Force maintenance will require Board approval via email and/or at board meeting during executive session.</p>

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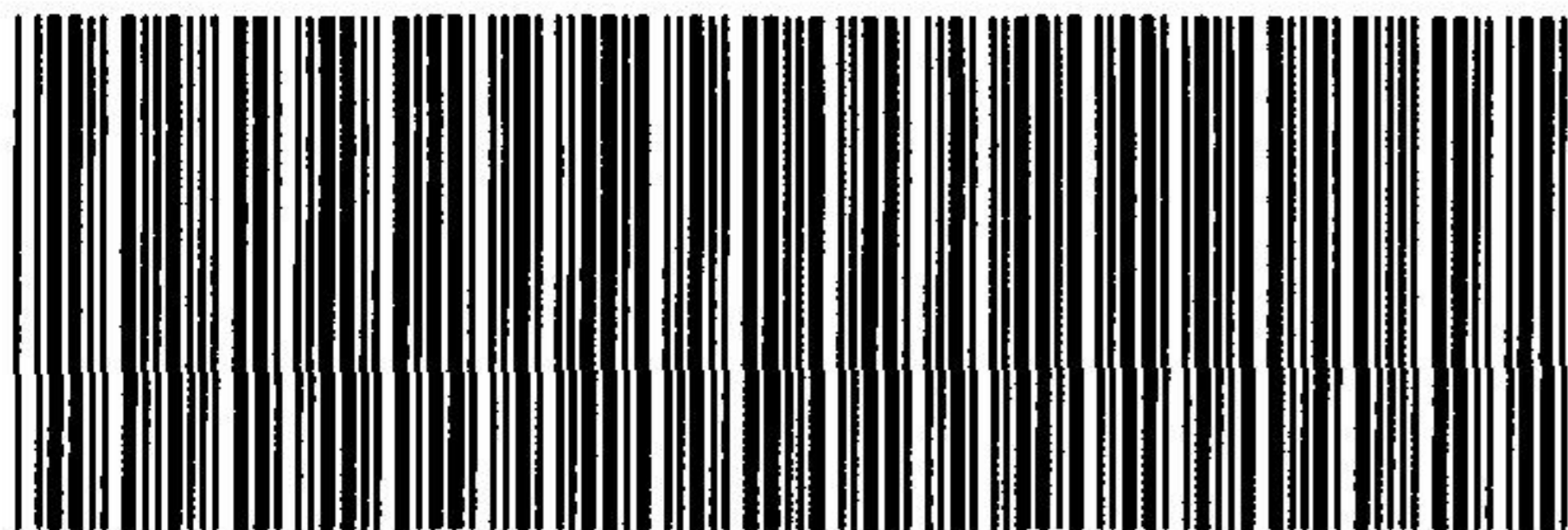
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VG-41-2021-28650

Midland County
Alison Haley
Midland County Clerk

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Instrument Number: 28650

Real Property Recordings

Recorded On: September 14, 2021 02:18 PM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: \$86.00

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***** THIS PAGE IS PART OF THE INSTRUMENT *****

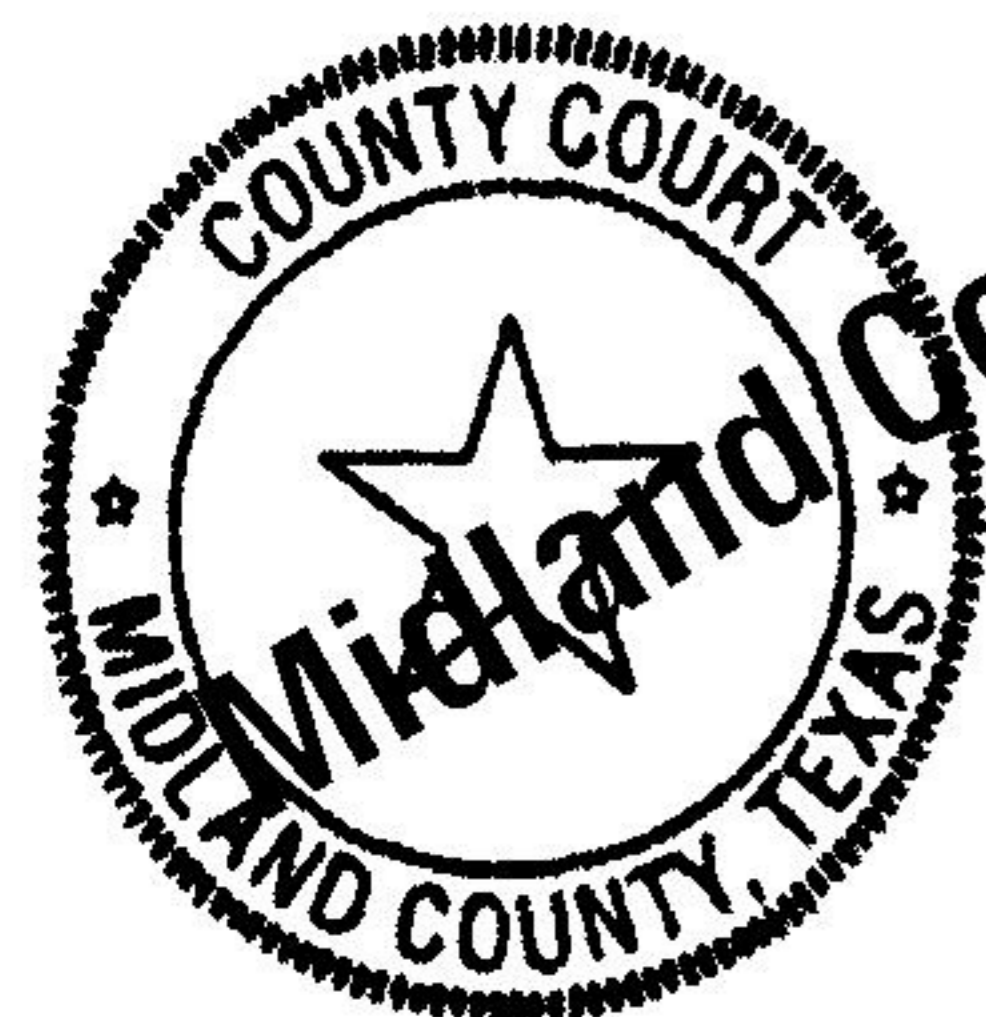
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 28650
Receipt Number: 20210914000117
Recorded Date/Time: September 14, 2021 02:18 PM
User: Tia H
Station: cc10299

Record and Return To:

SHULER ASSOCIATION MANAGEMENT INC
P.O. BOX 136
GARDENDALE TX 79758



STATE OF TEXAS
Midland County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Midland County, Texas

Alison Haley
Midland County Clerk
Midland County, TX

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