

AMENDED AND RESTATED BYLAWS  
OF  
SUMMERWOOD TRAILS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND DEFINITIONS

Section 1.01 Name. The name of the Association shall be Summerwood Trails Homeowners Association, Inc. (hereinafter referred to as the "Association"), a Texas non-profit corporation.

Section 1.02 Definitions. All terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions filed of record on or about January 27, 2020, as file number 2020008260 of the Real Property Records of Montgomery County, Texas, as may be amended or supplemented from time to time (collectively hereinafter referred to as the "Declarations") unless the context shall prohibit otherwise.

ARTICLE II

OFFICES OF THE ASSOCIATION

Section 2.01 Principal Office. The initial principal office of the Association shall be located at 336 ½ N. Main Street, Suite 214, Conroe, Texas 77301 unless otherwise designated by a Management Certificate as defined by applicable sections of the Texas Property Code (the "Code").

Section 2.02 Other Offices. The Association may also have offices at such other places both within and without the State of Texas as its Board of Directors (the "Board", hereinafter defined) may from time to time determine or as the business of the Association may require.

ARTICLE III

ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS

Section 3.01 Association Responsibilities. The Members will constitute the Association, which shall be responsible for administering and enforcing the covenants, conditions and restrictions contained in the Declarations, including but not limited to the collection and disbursement of charges and assessments as provided therein, and coordinating with the Members in administering and enforcing such covenants, conditions and restrictions. In the event of any dispute or disagreement between any Members relating to any questions of interpretation or application of the provisions of the Declarations, Certificate of Formation, Articles of Incorporation, these Bylaws, or such other rules and regulations of the Association, such dispute or disagreement shall be submitted to the Board of the Association. The resolution of such dispute or disagreement by such Board shall be binding on each and all such Members, subject to the right of Members to

seek other remedies provided by law after such determination by such Board. The Board, pursuant to the Declarations, shall have the right to clarify by resolution, any provision within the Declarations, Certificate of Formation, Articles of Incorporation, these Bylaws, or such other rules and regulations of the Association.

Section 3.02 Place of Meeting. Meetings of the Association shall be held at such suitable place, reasonably convenient to the Members, within the State of Texas, County of Montgomery, as the Board may determine.

Section 3.03 Annual Meetings. The first meeting of the Association shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, unless otherwise determined by the Board.<sup>1</sup> At such annual meetings, there shall be elected the Board by vote of the Members in accordance with the requirements of Article III of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such annual meetings. If the day for an annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following such day that is not a legal holiday (excluding Saturday and Sunday), unless otherwise determined by the Board.

Section 3.04 Special Meetings. It shall be the duty of the President of the Board to call a special meeting of the Members as directed by resolution of the Board or upon receipt of a written request of least twenty-five percent (25%) of the Members entitled to vote on Association business. Any such meetings shall be held only after the first annual meeting and shall be held within forty-five (45) days after receipt by the President of such request or petition. Additional special meetings of the Members may be called by the President of the Board in the discretion of the Board.

Section 3.05 Notice of Meetings. It shall be the duty of the Secretary of the Board to mail or to cause to be delivered as otherwise required by law to the Owner of record of each Lot (as hereinafter defined or as otherwise defined in the Declarations) a notice of each annual or special meeting of the Members stating the purpose of the annual or special meeting, as well as the time and place where the meeting is to be held. If a Member wishes notice to be given at an address other than that of his or her Lot, or by alternative means, as described in Texas Property Code, Section 209.0042, he or she shall submit such request in writing to the Secretary (or his/her designee) including such other address or other requested means of notice.

Section 3.06 Quorum. The holders of ten percent (10%) of the votes of the membership, represented in person or by proxy or absentee ballot, shall constitute a quorum for any meeting of the Members except as otherwise provided in the Certificate of Formation and/or Articles of Incorporation, the Declarations, or these Bylaws. If, however, such quorum is not present or represented at any meeting of the Members, the Members actually present or otherwise represented by proxy, shall have the power to adjourn the meeting. After such adjournment, the Association shall give notice as stated in Section 3.05 of a new Members meeting to be held no less than ten (10)

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<sup>1</sup> See attached Exhibit "A" for annual meeting schedule.

days and no more than sixty days (60) from the previously-adjourned meeting, whereby a quorum shall be one-half (1/2) of the quorum required at the previously-adjourned meeting.

Section 3.07 Voting. At all meetings of Members, each Member may vote in person, by proxy, by absentee ballot, or by electronic ballot (if such electronic procedures have been established by the Association). All proxies, absentee ballot, and electronic ballots shall be in writing according to the requirements of Texas Property Code, Section 209.00592 or any amendment of said statute thereof. Proxies shall be filed with the Secretary of the Association (or his/her designee) prior to the time of voting. Absentee ballots shall be filed with the Secretary of the Association (or his/her designee) or other electronic means determined by a resolution of the Board. Electronic ballots shall be filed by electronic means to be determined by a resolution of the Board. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his or her Lot.

Section 3.08 Action Taken Without a Meeting. Any action which is otherwise permitted by law or by these Bylaws, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by fifty-one (51%) of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a vote of the Members. Subject to the provisions required or permitted by statute for notice of meetings, unless otherwise restricted by the Declarations, Certificate of Formation and/or Articles of Incorporation, or these Bylaws, the members may participate in and hold a meeting by means of telephone/video conference or similar communications equipment by which all persons participating in the meeting can hear each other.

## ARTICLE IV

### BOARD OF DIRECTORS MEETINGS, POWERS

Section 4.01 Number and Qualification. Until the first meeting of the Association, the affairs of the Association shall be governed by a Board of Directors (the "Board") consisting of the three (3) persons delineated in the Certificate of Formation or Articles of Incorporation of the Association ("Director" or "Directors"). At such first meeting, there shall be elected three (3) directors to the Board who shall thereafter govern the affairs of the Association until their successors have been duly elected/appointed and qualified.

Section 4.02 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the land and improvements in keeping with the character and quality of the area in which it is located. The business and affairs of the Association shall be managed by or under the direction of the Board which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Declarations, Certificate of Formation, Articles of Incorporation, these Bylaws, or such other rules and regulations of the Association directed or required to be exercised or done exclusively by the Members.

Section 4.03 No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, liens, limitations, obligations or other provisions of the Declarations, these Bylaws or the rules and regulations adopted pursuant thereto or hereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce the same at any time thereafter.

Section 4.04 Term of Office and Election. At the first meeting of the Association, the terms of office for three (3) Directors shall be fixed at one (1) year for the first Director, two (2) years for the second Director, and three (3) years for the third Director. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years.

Section 4.05 Vacancies. Vacancies on the Board caused by death, resignation or disqualification (i.e., by any reason other than the removal of a Director by a vote of the Association as set forth in Section 4.06 hereof) shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director to serve the unexpired term of his/her predecessor until a Director is elected or re-elected at the next applicable election. Vacancies on the Board caused by a removal of a Director by a vote of the Association shall be filled in the manner set forth in Section 4.06 hereof.

Section 4.06 Removal of Directors. At any annual or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by the affirmative vote of a majority of Members entitled to vote who are present at the meeting, or otherwise represented by proxy or absentee ballot, at which meeting a quorum is present. A successor may then and there be elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 4.07 Regular Meetings. The members of the Board shall hold a meeting immediately following the annual meeting of the members and shall meet on at least a quarterly basis thereafter at such time and place as shall be determined by the Board. The Secretary shall give written notice of each regular meeting of the Board by either: (1) mail to each member at least ten (10) days but no more than sixty (60) days before the date of the meeting; or (2) providing such notice at least one hundred forty four (144) hours before the meeting by (a) posting the notice in a conspicuous location within the Summerwood Trails subdivision or on the internet, and (b) e-mailing such notice to all members who have provided their e-mail address to the Association.

Section 4.08 Special Meetings. Special meetings of the Board may be called by the President upon five (5) days' notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary, or Assistant Secretary of the Association in like manner and on like notice on the written request of one (1) or more Directors.

Section 4.09 Notice Not Required; Action Outside of Meeting. As provided by the Texas Property Code, the Board may meet by any method of communication, including electronic and telephonic, if: (1) each Director may hear and be heard by every other Director, (2) all Members in attendance may hear all Directors and all Members are allowed to listen using any electronic or telephonic communications method used by the Board to participate in the meeting, and (3) the notice of the meeting includes instructions for Members to access such communications method(s). The Board may also take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. However, the Board may not consider or vote on certain matters as outlined in Texas Property Code, Section 209.0051.

Section 4.10 Board of Directors Quorum. At all meetings of the Board, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

Section 4.11 Compensation. No member of the Board shall receive any compensation for acting as a Director. However, Directors may be reimbursed for reasonable out-of-pocket expenses previously approved by the Board for the benefit of the Association or the Board.

## ARTICLE V

### OFFICERS

Section 5.01 Officers. The officers of the Association shall be a President, Vice President, and Secretary/Treasurer, all of whom shall be Directors. Any two or more offices may be held by the same person and the Secretary/Treasurer may be divided into two distinct officer positions; however, the President shall not also serve as Vice President or Secretary.<sup>2</sup>

Section 5.02 Elections and Vacancies. The officers of the Association shall be selected annually by the Board at the first meeting of the Board following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5.03 Removal. Any officer may be removed from his or her officer position upon majority vote of the remaining members of the Board whenever, in their judgment, the best interest of the Association will be served by such removal. However, removal as an officer does not constitute removal as a Director.

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<sup>2</sup> For example, acceptable officer positions include: President, Vice President, Secretary/Treasurer; President/Treasurer, Vice President, Secretary; President, Vice President/Secretary, Treasurer; President, Vice President, Secretary, Treasurer (assuming the Board is expanded to 5 members); etc.

Section 5.04 President. It shall be the duty of the President to preside as chairman at all meetings of the Association and the Board; to decide all questions of procedure and order; to prepare agendas for meetings (unless delegated to the Secretary or other representative of the Board); to enforce the Bylaws (unless delegated to the Secretary or other representative of the Board); to preserve order and decorum at Association and Board meeting and in all Association dealings; to require all officers and members of any committees to perform their duties; to appoint all committee chairmen (except the Architectural Control Committee, hereinafter defined, which will be chaired by the Vice President); to sign all official documents of the Association; and to serve as the liaison (including routine communication, coordination and reporting) to all regulatory agencies with jurisdiction, as applicable. He/she shall be an ex-officio member of all committees and generally perform all the duties appertaining to his/her office including the general powers and duties which are incident to the office of the president of a non-profit corporation organized under the Texas Business Organizations Code.

Section 5.05 Vice-President. It shall be the duty of the Vice-President to aid the President in the performance of his/her duties; act as the presiding officer in the absence or inability of the President; and to chair the Architectural Control Committee.

Section 5.06 Secretary. It shall be the duty of the Secretary to keep full and impartial records of the Association and the Board; to prepare and record minutes of meetings; to properly distribute Association and Board meeting notices (including maintaining a list of all member e-mail addresses who have registered such addresses with the Association); to retain Treasurer records not otherwise in the possession of the Treasurer (such as historical accounting/bookkeeping records); to assist the President with required reporting and related correspondence to regulatory agencies; to coordinate communications with members; to maintain an Association website (if/as applicable, upon approval by the Board, possibly with the assistance of outside web hosting/consulting services approved by the Board); and to make all Association records available at all reasonable times for inspection by any member in accordance with applicable state law. The Secretary shall, within five (5) days after leaving office for any reason, deliver to his/her successor all records and other property in his/her possession belonging to the Association.

Section 5.07 Treasurer (if applicable). It shall be the duty of the Treasurer to be the custodian of all Association funds; to keep a correct and faithful account of all receipts and expenditures; to manage and reconcile the bank accounts and financial records of the Association; to prepare an annual budget of the Association for review and approval by the Board at the annual meeting; to report quarterly to the Board and to report at all regularly scheduled meetings a full detail of all income and expenditures for the preceding reporting period (including a detailed report of balances of cash on hand as of the last day of the preceding reporting period, an up-to-date aged receivable list, and other items as required by the Board); to prepare annual tax returns and other required financial filings; to keep all current books and records of a financial nature belonging to the Association; and to make all Association financial records available at all reasonable times for inspection by any Member. The Treasurer shall, within five (5) days after leaving office, deliver to

his/her successor all monies, papers, records, account information and documentation, and other property in his/her possession belonging to the Association.

Section 5.08 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Resignation as an officer does not constitute removal as a Director.

## ARTICLE VI

### INDEMNIFICATION

#### Section 6.01 When Indemnification is Required, Permitted and Prohibited.

(a) The Association shall indemnify a Director, officer, committee member, employee, independent contractor, or agent of the Association who was, is, or may be named as a defendant or respondent in any proceeding as a result of his, her, or its actions or omissions within the scope of his, her, or its official capacity in or with the Association. For purposes of this Article, an agent includes one who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person or entity only if he, she, or it acted in good faith, within the scope of the person's or entity's authority, and reasonably believed that the conduct was in the Association's best interests. In the case of criminal proceedings, the person or entity may be indemnified only if he, she, or it had no reasonable cause to believe that the conduct was unlawful.

(b) The Association shall not indemnify a person or entity who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit in connection with activities related to the business of the Association. A person is conclusively deemed to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable or guilty by a court of competent jurisdiction, civil or criminal, as the case may be, and all appeals have been exhausted.

(c) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.

(d) The Association shall pay or reimburse expenses incurred by a Director, officer, member, committee member, employee, independent contractor, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not named as a defendant or respondent in the proceeding.

(e) In addition to the situations otherwise described in this Section, the Association may indemnify a Director, officer, member, committee member, employee, independent contractor, or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of subsection (a) above.

(f) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the Bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is named as a defendant or respondent in a proceeding brought by the Association or one or more Members or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct in connection with activities related to the business of the Association.

(g) If the Association may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

#### Section 6.02 Procedure Relating to Indemnification Payments.

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that any expenses to be reimbursed are reasonable, except as provided in subsection (c) below. The Association may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum of Directors who, at the time of the vote, are not named as defendants or respondents in the proceeding.
- (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more members who at the time of the vote are not named as defendants or respondents in the proceeding.
- (iii) Determination by special legal counsel selected by the Board by vote as provided in subsection (a)(i) or (a)(ii) above if such a quorum cannot be obtained and such a committee cannot be established.
- (iv) Majority vote of members, excluding Directors and members who are named as defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that any expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel,



authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by subsection (a)(iii) above, governing the selection of special legal counsel. A provision contained in the Declarations, Certificate of Formation, Articles of Incorporation, these Bylaws, or such other rules and regulations of the Association or other formal action of the Board that requires the indemnification permitted by this Article VI, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking, either with or without bond, from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under subsection (a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation, with or without bond, of the financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the members of the Association. The report shall be made with or before the notice of the next membership meeting, or with or before the next submission to the members of consent to action without a meeting. In any case, the report shall be sent within the twelve (12) month period immediately following the date of the indemnification or advance.

## ARTICLE VII

### ASSESSMENT

Section 7.01 Assessment. Assessments procedures and assessment amounts shall be determined in accordance with the Declarations.

Section 7.02 Assessments and Liens. Each Member shall pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.01 Parliamentary Rules. The then-current edition of "Roberts Rules of Order" shall govern the conduct of all Association proceedings, when not in conflict with Texas law, the Declarations, Certificate of Formation, Articles of Incorporation, these Bylaws, such other rules and

regulations of the Association, or a ruling made by the person presiding over the proceeding.

Section 8.02 Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Declarations, Certificate of Formation, Articles of Incorporation, these Bylaws, or such other rules and regulations of the Association, then the provisions of Texas law, the Declarations, the Certificate of Formation and/or Articles of Incorporation, and these Bylaws (in that order) shall prevail.

Section 8.03 Amendment. The Board shall amend the Bylaws only upon a majority vote of the Directors and a corresponding written resolution or written amendment. The Bylaws shall not be amended to conflict with the Declarations, Certificate of Formation and/or Articles of Incorporation, or applicable federal, state or local laws or regulations (including but not limited to the Federal Housing Act).

Section 8.04 Reimbursement of Incorporators. The incorporators shall be reimbursed for any and all fees and expenses incident to, and necessary for, the organization and maintenance of the Association.

Section 8.05 Association Records. Association records must be maintained and made available to members in accordance with the Texas Property Code and the records retention, production, and copying policies adopted by the Board.

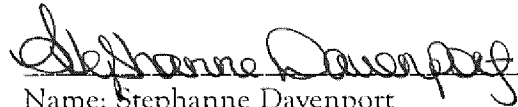
Section 8.06 Abatement and Enjoinment. The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declarations, shall give the Board the right, in addition to any other rights set forth in the Declarations, herein, or at law or in equity, to enjoin, abate, or remedy by appropriate legal or other proceedings, either at law or in equity, the continuance of such violation or breach.

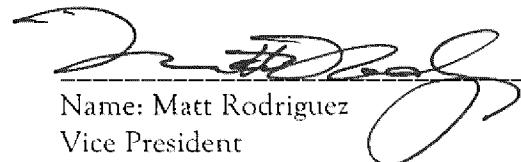
Section 8.07 Committees. The Association may appoint an Architectural Control Committee, subject to the terms of and as provided in the Declarations and these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

Section 8.08 Fiscal Year. The fiscal year of the Association shall begin on the first (1<sup>st</sup>) day of January and end on the thirty-first (31<sup>st</sup>) day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

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Executed on the 28 day of APRIL, 2023, to be effective as of the date of incorporation of the Association.

  
Name: Stephanie Davenport  
President

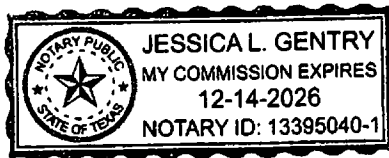
  
Name: Matt Rodriguez  
Vice President

  
Name: John Rodriguez  
Secretary

THE STATE OF TEXAS           §  
   §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on this 28<sup>th</sup> day of April 2023, by Stephanie Davenport, Matt Rodriguez, and John Rodriguez, officers of Summerwood Trails Homeowners Association, Inc.

[SEAL]



Jessica L. Gentry  
Notary Public in and for the State of Texas

## Exhibit "A"

### Annual Meeting Schedule for Summerwood Trails Homeowners Association, Inc.

Annual meetings of the Association shall be held on the fourth (4<sup>th</sup>) Friday in April of each year\*, starting with the following schedule:

1<sup>st</sup> Annual meeting after incorporation – April 24, 2020

2<sup>nd</sup> Annual meeting – April 23, 2021

3<sup>rd</sup> Annual meeting – April 22, 2022

Subsequent annual meetings shall follow the same timeline (4<sup>th</sup> Friday each April). However, if the day for an annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following such day that is not a legal holiday (excluding Saturday and Sunday), unless otherwise determined by the Board.

\*The day of the regular annual meeting of the Association may be changed upon a determination by the Board that a different day would be in the Association's best interest, in which case this Exhibit "A" shall be amended and sufficient timely notice provided to the Members accordingly.

\*After incorporation, the annual meeting may be deferred as necessary, or the schedule above adjusted as necessary, based on the availability of Members, the Board, the status of development and/or other factors determined appropriate by the Board, subject to applicable law.

**E-FILED FOR RECORD**

**05/01/2023 08:57AM**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number  
sequence on the date and time stamped herein  
by me and was duly e-RECORDED in the Official Public  
Records of Montgomery County, Texas.

**05/01/2023**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas