



FIRST AMENDED RESTRICTIVE COVENANTS FOR WOODSIDE SUBDIVISION SECTIONS I, II, AND III

STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

This instrument is being circulated among the owners of property in the Woodside Subdivision in order to modify and amend the restrictive covenants applicable to real property in the Woodside Subdivision. The property owners of Woodside Subdivision intend to enact these restrictions pursuant to applicable common law and pursuant to the provisions of the existing restrictions.

The subdivision plat for Woodside Subdivision Section I is recorded in Volume 79, p.131 of the Map Records of Harris County, Texas. The subdivision plat for Woodside Subdivision Section II is recorded in Volume 80, p.589 of the Map Records of Harris County, Texas. The subdivision plat for Woodside Subdivision Section III is recorded in Volume 86, p. 79 of the Map Records of Harris County, Texas. The restrictive covenants currently applicable to certain real property in the Woodside Subdivision Section I (dated August 19, 1952) are recorded under File No. 1031517, recorded at Volume 2482, pages 550, 551, 552 of the Real Property Records of Harris County, Texas. The restrictive covenants currently applicable to certain real property in the Woodside Subdivision Section II (dated March 18, 1955) are recorded under File No. 1397641, recorded at Volume 2917, pages 77, 78, 79, 80 of the Real Property Records of Harris County, Texas. The restrictive covenants currently applicable to certain real property in the Woodside Subdivision Section III (dated March 12, 1956) are recorded under File No. 1570948, recorded at Volume 3121, pages 479, 480, 481 of the Real Property Records of Harris County. Woodside, Sections I, II and III may be jointly referred to herein as "the Subdivision." The Restrictions for Woodside, Sections I, II and III, respectively, may be together referred to herein as "the Original Restrictions."

The affirmative vote of a majority of the owners of lots is required in order to amend the Original Restrictions. In this regard, the Original Restrictions (paragraph M) each provide as follows:

...the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part....

The restrictive covenants contained in this instrument shall modify, add to, and extend the Original Restrictions. In the event of a conflict between the Original Restrictions and this instrument, this instrument shall apply and control. By approval of this instrument, it is the intention of the signatories that all properties in Woodside Subdivision Sections I, II, and III shall be subject to these covenants; provided, however, that this instrument may be approved relative to all three (3) Sections or relative to any one (1) or more of such Sections, as more fully provided hereinafter.

The following restrictive covenants shall apply to the property previously covered by the Original Restrictions and any other signatories to these modified restrictions. The restrictions shall run with the land, bind and benefit each such owner of property in the Subdivision, create a uniform plan for the Subdivision for the common benefit of the Subdivision and its owners, and shall restrict all such property in the Subdivision, whether or not referenced in subsequent deeds.

In order for this instrument to be effective, the approval of a majority of the owners in any Section (i.e., Woodside Subdivision Sections I, II, and/or III), calculated separately, is required. Such approval may include all three (3) Sections or any one (1) or more of such Sections. If this instrument is approved by less than all three (3) Sections, it may be recorded and shall be binding only on the Section or Sections within which approval was obtained, and the title of this instrument and any affected paragraphs shall be modified to reflect the applicable Sections bound by this instrument. Further, this instrument shall become effective upon receiving the

required approval from the owners and upon the recording hereof in the Official Public Records of Real Property of Harris County, Texas. No property owner or lienholder has the right to exclude himself / herself from this instrument when adopted.

## **ARTICLE I. DEFINITIONS**

- 1.1 "Accessory Structure" - a Structure, the use of which is ancillary to a House, including a storage building, greenhouse, and gazebo, but excluding a garage.
- 1.2 "Commercial Vehicle" - any Vehicle other than a Non-Commercial Vehicle.
- 1.3 "Effective Date" - the date this Petition to Modify Restrictive Covenants is recorded in the Real Property Records of Harris County, Texas.
- 1.4 "Family" - an individual or two or more persons related by blood, marriage, adoption, or guardianship, or up to three unrelated adult persons, living as a single housekeeping unit in a House. Live-in care givers are included as members of a family by this definition.
- 1.5 "Front Street Line" - for interior Lots, the boundary line of a Lot with the Street. For corner lots, the boundary line of the Lot with the street which has the shortest length. Where streets border the Lot on opposite sides, the street the house faces.
- 1.6 "House" - a single family residential structure, also referred to as a "residence".
- 1.7 "Improved Driveway" - a hard surfaced area connecting a street and a garage, or other improved parking area located behind the front setback line, the surface of which is made of concrete, rock, stone, gravel or similar materials in compliance with applicable City of Houston Building Code provisions. Improved driveways may include a circular drive, which is a driveway which connects two streets or provides a semi-circular connection with one street. Earthen surfaces not enhanced by materials such as those listed above do not constitute an Improved Driveway.
- 1.8 "Inoperable Vehicle" - a vehicle which (i) lacks either a current license plate and a current motor vehicle inspection certificate; (ii) is wrecked, dismantled or otherwise not in functioning order, to the extent that it cannot be driven; and/or (iii) has not been moved for 60 days.
- 1.9 "Interior Lot Line" - the boundary line of a Lot, which boundary line connects a front street line and a rear lot line, but does not abut a street.
- 1.10 "Lot" - any numbered lot on the Plat(s).
- 1.11 "Lot Grade" - the lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between the structure and a line 5 feet from the structure.
- 1.12 "Non-Commercial Vehicle" - a passenger automobile, truck, van, camper or recreational vehicle of 1 ton capacity or less, recreational boat, motorcycle, or lawn maintenance equipment.
- 1.13 "Original Restrictions" - Those restrictive covenants recorded under: (1) File No. 1031517, recorded at Volume 2482, pages 550, 551, 552; (2) File No. 1397641, recorded at Volume 2917, pages 77, 78, 79, 80; and (3) File No. 1570948, recorded at Volume 3121, pages 479, 480, 481, all in the Real Property Records of Harris County, Texas.
- 1.14 "Owner(s)" - the record title owner(s) of fee simple interest in a Lot.
- 1.15 "Plat" - the map or plat of Woodside Subdivision Sections I, II, and III, respectively. The subdivision plat for Woodside Subdivision Section I is recorded in Volume 79, p.131 of the Map Records of Harris County, Texas. The subdivision plat for Woodside Subdivision Section II is recorded in Volume 80, p.589 of the Map Records of Harris County, Texas. The subdivision plat for Woodside Subdivision Section III is recorded in Volume 86, p. 79 of the Map Records of Harris County, Texas.
- 1.16 "Real Property Records" - the Official Public Records of Real Property of Harris County, Texas (or successor records).

- 1.17 "Rear Lot Line" - the boundary line which is not a Front Lot Line, Side Street Line or Interior Lot Line.
- 1.18 "Restrictions" - the Original Restrictions, as modified, extended or added to by this instrument.
- 1.19 "Side Street Line" - the boundary line of a Lot which is adjacent to a street, but which is not the front street line.
- 1.20 "Street" - the publicly dedicated rights-of-way on the Plat.
- 1.21 "Structure" - any House, building, garage, or Accessory Structure with a permanent foundation.
- 1.22 "Subdivision" - all real property located within Woodside Subdivision, Sections I, II, and III according to the Plats.
- 1.23 "Vehicle" - any automobile, truck, van, trailer, tractor, recreational vehicle (RV), camper, boat, motorcycle, or other mode of motorized transportation.

## **ARTICLE II. RESIDENTIAL CHARACTER/USE RESTRICTIONS**

- 2.1 **Single Family Residential.** All Lots shall be used exclusively for single family residential purposes. Both the use of a Lot and the Structures placed on a Lot shall be single family. Multi-family residential, town homes, duplexes, commercial, fraternity, sorority, club, and rooming houses are prohibited. Industrial and institutional uses are prohibited, whether conducted on a for profit basis or not.
- 2.2 **No Lot Division.** No Lot may be subdivided or reduced to less than 60 feet x 120 feet in size. A Lot may be eliminated if it is divided between adjacent Lots. Multiple Lots may be used as a single building site. Only a single residence shall be built per Lot.
- 2.3 **Renting.** Entire Lots may be rented. Up to 3 unrelated adult persons, living as a single housekeeping unit, may rent a House. An unrelated person may be provided a room in a House or garage apartment as non-monetary compensation for housework, child care, or health care. Garage apartments may not be rented separately.
- 2.4 **Commercial Activities.** No commercial, business or professional activity is allowed on any Lot, with the sole exception that only low profile commercial, business or professional uses, which must be incidental to the dwelling's use as a residence, are allowed subject to the following conditions:
  - 2.4.1 Customers, clients, vendors, business associates or other persons may visit the Lot for any reasonable commercial, business or professional purpose but may not visit at times, in numbers or in a manner which causes unreasonable hazard, annoyance or inconvenience to the Owners of the Lots nearby.
  - 2.4.2 No signs, pamphlets, brochures, flyers or similar items advertising or publicizing any commercial or professional use of a residence Lot may be displayed on the Lot or at any other location.
  - 2.4.3 Visible storage or display of commercial products, supplies, equipment, vehicles or the like is prohibited on any Lot.
  - 2.4.4 All commercial, business or professional activities must be conducted entirely within the primary residence on the Lot, which shall include any garage and garage apartment.
  - 2.4.5 No commercial, business or professional use may cause material disruption, interference, or increase in traffic or parking at any location (including, but not limited to, driveways or streets) within the Subdivision.
  - 2.4.6 No light, sound, radio or television signals, or odor occasioned or caused by the commercial business or professional use may exist at any location outside of the primary residence on the Lot, which shall include any garage and garage apartment.

- 2.4.7 The existence of the commercial, business or professional activity must not be apparent or detectable from any location outside the primary residence on the Lot, which shall include any garage and garage apartment.
- 2.4.8 No commercial, business or professional use of any Lot may involve the use of toxic or dangerous materials, and no use may constitute a nuisance or health hazard to the neighborhood.
- 2.4.9 No commercial, business or professional use of any Lot may violate public policy, municipal ordinances, or local, State or Federal laws, guidelines or regulations.
- 2.5 **Public Sales.** A Lot may be used no more than twice each calendar year for a “public sale.” For this purpose, a “public sale” refers to a garage sale, rummage sale, estate sale, moving sale or similar event wherein personal property is offered for sale to the public. No public sale may commence earlier than 8:00 a.m., extend past 6:00 p.m. or continue more than 3 consecutive days.
- 2.6 **Vehicle Sales.** Only sales of an Owner’s non-commercial Vehicles typically stored on a Lot are allowed. Such sales are not to exceed 2 sales per Owner in any calendar year.

### ARTICLE III. USE RESTRICTIONS

- 3.1 **Animals.** Animals other than dogs, cats, and other pets permitted by City of Houston ordinance are prohibited. Pets must be confined to the Owner’s Lot or held by a leash and may not be allowed to roam freely.
- 3.2 **Fires.** Open fires are prohibited except for non-commercial outside food preparation in an appropriate cooking vessel or in a fireplace.
- 3.3 **Garbage.** Garbage, trash, and waste shall be kept in closed sanitary containers. Garbage cans, yard waste, heavy trash and other garbage must comply with city ordinances regarding placement on the street for pick-up. All building materials, wood piles, yard equipment, sanitary containers, and the like, shall be maintained in a clean and neat condition.
- 3.4 **Landscaping and maintenance.** The landscaping on all Lots shall be maintained in a neat, attractive condition at all times with grass mowed and weeds removed on a regular basis. Houses and Accessory Structures shall be maintained in accordance with neighborhood standards. Lawns must be mowed to ensure that the height of the grass does not exceed six inches. The Owner is responsible for maintaining the Street adjacent to his or her Lot so as to keep the street, gutters, sewers and storm drains free of leaves, trash, debris and litter.
- 3.5 **Noise.** The Subdivision is intended to be a quiet, peaceful environment. Unusually loud activities are prohibited at all times. After 10:00 p.m. and before 8:00 a.m., loud activities are prohibited so that the reasonable enjoyment of Owners is not disturbed.
- 3.6 **Nuisance.** Unsafe, illegal, or offensive activity inconsistent with a residential neighborhood is prohibited.
- 3.7 **Vehicle Storage.** Vehicles may be parked on a Street where permitted, on an improved driveway, in a carport, or in a garage. Commercial Vehicles such as moving vans may be temporarily parked on a Street, an improved driveway, or in a carport, for not more than 3 consecutive days. This restriction is not intended to supersede City parking ordinances. Inoperable vehicles must be located out of sight of a Street or within a fence or enclosed garage. Recreational vehicles and boats may not be kept parked on a Street or maintained on a property for more than 7 consecutive days, unless located out of sight of a Street or within a fence or enclosed garage. Lawn parking is prohibited.
- 3.8 **Required Parking.** All Lots shall provide paved or otherwise improved space for parking at least 2 vehicles on site. If a house has an occupied garage apartment, an additional on site parking space is required.

## ARTICLE IV. RESTRICTIONS ON IMPROVEMENTS

- 4.1 Exterior Maintenance.** The exterior of any Structure on a Lot (specifically including, but not limited to, roof, doors, windows, screens, awnings, shutters, carports, and exterior surfaces) must be maintained in good condition and repair, adequately, uniformly, and completely painted or otherwise finished (without substantial peeling of the finish) to present a first class residential appearance. Fences shall be maintained in an erect, safe condition, such that they effectively enclose the fenced portion of the Lot.
- 4.2 Temporary Building.** Mobile-homes, manufactured houses, and temporary buildings are prohibited. Movable storage structures are allowed behind the House in the rear yard of a Lot, or in the driveway, not blocking the public right of way or the sidewalk, provided they do not exceed 10 feet in height, do not exceed 100 square feet in floor space, are located at least 5 feet from lot lines and are not used for living space. A temporary, portable toilet placed on a lot in connection with a construction or other project must be placed where it cannot be seen from the street or from neighboring lots or must be enclosed on three sides by a wooden fence not less than six feet in height. The open side of such a fence must not be visible from the street or neighboring lots.
- 4.3 Temporary Storage Units.** Temporary storage units may not remain on a Lot longer than fourteen days.

## ARTICLE V. DIMENSIONS AND SETBACKS

- 5.1 Number of Structures.** No more than one House and three Accessory Structures are permitted on a Lot.
- 5.2 Height.**
- 5.2.1 A House exceeding 36 feet in height, chimney height not included, is prohibited.
  - 5.2.2 A detached garage exceeding 25 feet in height is prohibited.
  - 5.2.3 A movable storage structure, permitted by Section 4.2, may not exceed 10 feet in height.
  - 5.2.4 An Accessory Structure or other structure exceeding 15 feet in height is prohibited.
  - 5.2.5 Height shall be determined from the Lot Grade.
  - 5.2.6 Fences shall not exceed 8 feet in height.
- 5.3 Stories.**
- 5.3.1 A House may include 2 full stories and a partial third story. Such third story must be contained within the Structure's roof line with floor area not exceeding 60 percent of the second story. A full 3 story house is prohibited.
  - 5.3.2 No occupiable portion of the second story of a two-story **Structure** may lie within **seven and one-half** feet of an Interior Lot Line.
  - 5.3.3 A detached garage exceeding 2 stories is prohibited.
  - 5.3.4 An Accessory Structure or other Structure exceeding 1 story is prohibited.
  - 5.3.5 This Section is subject to compliance with the height restrictions of Section 5.2.
- 5.4 Construction.** No structure shall be erected on any Lot other than (1) a detached single family dwelling with at least 1,600 square feet of interior living space, not to exceed 36 feet in height, at least 51% of which shall be of brick, concrete or masonry construction (which may include stucco or siding constructed of a concrete or masonry material), (2) a private garage for not more than 3 cars, and (3) accessory structures subject to residential use restrictions of the Lot.
- 5.5 Drainage.** Drainage must be directed to the street without substantial effect on neighboring lots. New construction, additions to existing structures, and landscaping shall not alter proper drainage patterns. All property owners are responsible for management of proper drainage on their Lots.

## 5.6 Setbacks.

- 5.6.1 No Structure may exist within the setbacks specified below. With respect to Front Street Line set-backs only, if there is a difference between the set-back noted on the recorded plat and these restrictions, the plat will control.
- 20 feet from the Front Street Line.
  - 10 feet from the Side Street Line of a corner lot.
  - 5 feet from an Interior Lot Line for Structures limited to a single story; 7.5 feet from an Interior Lot Line for Structures of more than a single story;.
  - For additions involving additional stories to an existing Structure, the setback requirement for new construction of second and third stories (floors) is 7.5 feet from the Interior Lot Line.
- 5.6.2 Fences are prohibited closer to a Street than the building setback line.
- 5.6.3 To the extent that an original residence or 'House,' built prior to 1960, does not conform to the 'Setbacks' requirements above, such House, including an attached garage, shall be deemed to be in compliance with those requirements and shall not be treated as a 'non-conformity' under these First Amended Restrictions.

## 5.7 Permitted Protrusions in the Setbacks.

The following are permitted protrusions into setback areas.

- 5.7.1 Roof overhangs, bay windows, and architectural features, each not exceeding two feet, into side setbacks only.
- 5.7.2 Window air conditioners, in side or rear setbacks only.
- 5.7.3 Chimneys, not exceeding 2 feet in depth and 8 feet in width.
- 5.7.4 Fences, in side or rear setbacks only.
- 5.7.5 Basketball goals, portable play yard equipment, and stand-alone air conditioning compressors may not be positioned within 5 feet of an Interior Lot Line or so as to create a nuisance for occupants of a neighboring lot.

## 5.8 Garage Exception.

A detached garage may not be located less than 65 feet from the Front Street Line.

## 5.9 Garage Apartments.

Living quarters above or within garages, subject to use restrictions of Article II, are permitted. For any new construction, second floor windows located on a wall within 5 feet a side or rear property line must be of opaque glass or glass block. Balconies or porches must face the interior of the property, and shall not overlook an interior or rear property line.

## 5.10 Non-typical Lots.

Portions of 2 or more Lots with common ownership used as a common building site as of the Effective Date and portions of a Lot with separate ownership used as separate building sites as of the Effective Date shall be considered as 1 Lot for the purposes of these Restrictions. The setbacks required by Section 5.6 shall apply to the exterior boundaries of each building site without regard to internal Lot Lines.

## ARTICLE VI. TRANSITION PROVISIONS

### 6.1 Pre-existing Non-conformities.

Any Lot or Structure in violation of these First Amended Restrictions as of the Effective Date is considered an allowed non-conformity unless such Lot or Structure violated any applicable Original Restrictions or any applicable laws, ordinances or regulations on the Effective Date. Allowed non-conformities may continue in existence.

Non-conformities may be maintained, repaired or cosmetically remodeled, but may not be structurally enhanced, expanded or reconstructed after an event in which 75 percent or more of the value of the nonconforming Structure is destroyed or demolished. A non-

conformity loses its legal status at such time as the Lot or Structure comes into compliance with these First Amended Restrictions. Thereafter, the non-conformity may not resume.

## **ARTICLE VII. GENERAL PROVISIONS**

- 7.1 Attorneys' Fees.** In the event of any legal proceeding or mediation, the prevailing party may request of the court an award for reasonable attorneys fees and court costs.
- 7.2 Binding Effect.** The Restrictions, as modified, extended or added to, are binding upon and are for the benefit of the Owners and their heirs, executors, representatives, successors and assigns, where permitted.
- 7.3 Choice of Law.** The Restrictions, as modified, extended or added to, are subject to and governed by the laws of the State of Texas, with venue in Harris County.
- 7.4 Interpretation.** The Restrictions shall be liberally construed to achieve their intent and purpose(s) for the common good of property owners, collectively. Any interpretation of restrictive covenants in favor of the free use of land is not applicable.
- 7.5 Effective Date.** The Restrictions, as modified, extended or added to by this instrument, are effective upon recording in the Real Property Records.
- 7.6 Multiple Signature Pages.** This Petition to Modify Restrictive Covenants contains multiple signature pages/ballots and may be executed in multiple originals without all signatures on any one original. It is anticipated that separate signature pages will be attached to the copy of the Restrictions recorded, in order to eliminate unnecessary costs of filing multiple copies of the Restrictions.
- 7.7 Non-Waiver.** No waiver, express or implied, of any violation of the Restrictions shall preclude the subsequent enforcement of the Restrictions to that or similar violations. No Owner has the authority to waive, modify or terminate any provision of the Restrictions.
- 7.8 Notices.** Any notice to an Owner may be provided by certified mail, return receipt requested, and by regular U.S. mail, addressed to the Owner of the Lot and shall be effective when deposited in the United States mail, postage prepaid, or when hand-delivered (by courier service or otherwise) to the Owner or to the Lot if an occupied House exists on the Lot (even if no one is home when delivery is made).
- 7.9 Severability.** The invalidity, abandonment or waiver of any one of the Restrictions shall not affect or impair any other of the Restrictions, as modified, extended or added to, and any invalid, abandoned or waived Restriction shall be judicially reformed to be valid, enforceable and to effectuate the intentions and purposes of this instrument.
- 7.10 Restatement.** The Restrictions, as modified, extended or added to by this instrument, shall modify, add to and extend the existing restrictions on certain real property within the Subdivision and shall restate the Original Restrictions. In the event any portion of these amended restricted covenants is found to be invalid or unenforceable, the corresponding provisions of the Original Restrictions shall remain in effect.

## **ARTICLE VIII. TERM, AMENDMENT AND ENFORCEMENT**

- 8.1 Term.** These covenants, as modified, amended, extended or added to, shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date this instrument is recorded, after which time said covenants, as modified, amended, extended or added to, shall be automatically extended for successive periods of ten (10) years each. The terms and provisions of the covenants, as modified, amended, extended or added to, may be amended at any time when an instrument setting forth said changes and signed by those persons owning at least a majority of the Lots (more than 50%) within the combined WOODSIDE SUBDIVISION, SECTIONS ONE (1), TWO (2) AND THREE (3), is recorded in the Official Public Records of Real Property of Harris County, Texas (i.e. since all three (3) Sections are considered one (1) Subdivision relative to any such amendment, it is not

necessary to obtain the required percentage of approval in each such Section). No person shall be charged with notice or inquiry with respect to any future amendment until and unless it has been filed for record in the Official Public Records of Real Property of Harris County, Texas.

**8.2 Enforcement.** Upon any violation or attempt to violate any of the covenants herein, it shall be lawful for any Lot Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants. Failure by any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

**8.3 Severability.** Each of the provisions of these Restrictions shall be deemed independent and severable. In the event that any provision hereof is found by a Court of competent jurisdiction to be invalid or unenforceable: (a) such finding shall not affect the validity or enforceability of any other provision of these Restrictions; and (b) such finding shall result in the validity and enforceability of any comparable provision contained in the Original Restrictions. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose or purposes hereof. The provisions hereof shall be binding upon and inure to the benefit of the Owners and their respective heirs, executors, administrators, successors and assigns.

**APPROVAL AND CERTIFICATION**

APPROVAL of the above and foregoing First Amended Restrictive Covenants by the Deed Restrictions Committee of Property Owners is hereby evidenced by the individual members of such committee, as shown by their signatures below. This approval shall also evidence that the records reflect that all owners of Lots within Woodside, Sections One (1), Two (2) and Three (3) were provided notice of the First Amended Restrictive Covenants and were given a fair opportunity to vote thereon, and that the required approval was received in Woodside, Sections One (1), Two (2) and Three (3), respectively, with the vote for each such Section being calculated separately. Further, the Deed Restrictions Committee of Property Owners hereby consents to and approves this instrument to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

**EXECUTED** this day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_  
Printed Name: BRIAN P. RICHARD

**ATTEST**

By: \_\_\_\_\_  
Printed Name: JEFF TECHMANSKI

**ATTEST**

By: \_\_\_\_\_  
Printed Name: MICHAEL S. EWER

**THE STATE OF TEXAS §**  
**COUNTY OF HARRIS §**

BEFORE ME, a notary public, on this day personally appeared Michael S. Ewer, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of \_\_\_\_\_ 2011.

**NOTARY PUBLIC, STATE OF TEXAS**