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RESTRICTIONS OF WILLOW HOLLOW

113-81-2504

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

19
WHEREAS, THE REAL ESTATE BANQUE, INC., A TEXAS CORPORATION, (hereinafter referred to as the "BANQUE") is the owner of all of the property as hereinafter defined within that certain Subdivision known as WILLOW HOLLOW, as platted by the REAL ESTATE CREDIT CORPORATION OF TEXAS, A TEXAS CORPORATION, as a "Development Plat" of 2.7212 acres in the WILLIAM HARDIN LEAGUE, Abstract 24, Harris County, Texas, recorded the 21st day of November, 1977, at County Clerk's File Number F 380133 of Houston, Harris County, Texas, and on the 22nd day of November, 1977 in the Map Records of Harris County, Texas at Volume 260, Page 53 (hereinafter sometimes referred to as "Willow Hollow") which is described by metes and bounds description attached hereto as Exhibit "A"; and

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WHEREAS, it is the desire of BANQUE to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said Willow Hollow, in order to create and carry out a uniform plan for the improvement and development of the property for the benefit of the present and future owners of said property;

NOW, THEREFORE, BE IT RESOLVED, that the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Willow Hollow. The reservations, restrictions, covenants and easements shall apply uniformly in the use, occupancy and conveyance of all property in Willow Hollow, including the use, occupancy and conveyance of the property and each contract or deed which may be executed with regard to any of such property in Willow Hollow, shall be conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements as though set out in full or by reference in said contract or deed:

1. Building Sites: As the term is used in these restrictions means that portion of Willow Hollow which is platted for construction and to be occupied by the concrete "slab" with improvements thereon and which is evidenced by numbers on the Development Plat: "1", "2" and "3"; with spaces (courtyards) within such Building Sites and "Parking Spaces" as so indicated and within such Building Sites as more particularly described by metes and bounds as Building Sites 1, 2 and 3 at respective Exhibits "B", "C" and "D" attached hereto.

2. Common Property: As the term is used in these restrictions shall mean all property within the recorded Development Plat of Willow Hollow, not specifically designated as a Building Site for the common use and enjoyment of the occupants of all of such Building Sites, their guests, invitees and licensees.

3. Restricting Common Property: The Common Property shall be owned, improved, maintained and used in accordance with the following terms and conditions:

- (a) Those portions of the Common Property designated on the Development Plat of Willow Hollow as "Paved Private Street", shall be improved, maintained and used solely as private streets and driveways for the occupants of the Building Sites and their guests, invitees and licensees. BANQUE shall have full ownership, control and discretion with respect to the details of improvements, maintenance and use of such improvements; however, no action may be instituted which would impair the right of access or street and driveway use of same by the occupants of the Building Sites, or their guests, invitees, and licensees.
- (b) The remaining portion of the Common Property which is not occupied as a Building Site or for Paved Private Street shall be improved, maintained and used solely as a private park with sidewalks, parking fields for automobiles, landscaping, lighting, recreation improvements, if any, and the like, harmonious and consistent as an open and accessible area.

4. Utilities. The following shall provide for underground utility distribution, easements therefor, etc.:

- (a) Electric Distribution: An underground electric distribution system shall be available to each Building Site. Service between the electric company's main lines and an individual residence shall be by way of such underground distribution system. Such system shall be owned and maintained by the owner or owners of the Building Site.
- (b) Telephone Service: Telephone service shall be available to each Building Site. Service between the telephone company's main lines and an individual residence shall be by way of underground conduit. Such conduit system shall be owned and maintained by the owner or owners of the Building Site, but all service wires therein shall be installed, owned and maintained by the telephone utility.
- (c) Water Service: Water service shall be provided to each Building Site by way of a water distribution system connected by means of master meters to City of Houston mains. The distribution system between the point of connection to the City of Houston mains to and throughout the Building Sites shall be the property of the respective Building Site owner and shall be operated and maintained by such Building Site Owner.
- (d) Sanitary Sewer Service: Sanitary sewer service shall be provided to each Building Site by means of a sanitary sewer collection system, which sanitary sewer collection system shall be connected to City of Houston sanitary sewer system for final treatment. That portion of the sanitary sewer service line from the point that it connects to the collection system to and throughout the residences shall be owned and maintained by the respective Building Site Owner.
- (e) Use of Easements: Easements for underground utility services may be crossed by driveways, parking areas and walkways provided that BANQUE makes prior arrangements with the Utility furnishing service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways, parking areas or driveways, and neither BANQUE nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of an owner or owners of the Building Sites.

5. Parking Spaces. All Building Sites shall contain an area in the garage or carport vicinity generally per "Parking Spaces" on the Development Plat of Willow Hollow having not less than sufficient number of square feet for two parking spaces for each residential living unit within the Building Site and which vicinity shall be used strictly for same.

6. Term and Amendments. This instrument, its content dealing principally with restrictions and maintenance charge, shall remain effective until December 31, 2010. The agreements and covenants contained herein this instrument having to do with the Building Sites or Common Property and all other covenants shall be considered and construed as covenants running with the land; protecting value and desirability of same, and shall be binding upon BANQUE, its successors and assigns, owners of the Building Sites, and their successors and assigns, and shall inure to the beneficiaries of Deeds of Trust or lessees of any part of the Building Sites and their respective successor and assigns, who shall be privileged hereunto to enforce the uses hereinabove specified and the covenants herein contained.

EXECUTED THIS 21st day of November, 1978.

"BANQUE"

REAL ESTATE BANQUE, INC.

ATTEST:

[Signature]
Asst. Secretary

By: [Signature]
President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

RECORDER'S MEMORANDUM

ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

BEFORE ME, the undersigned authority, on this day personally appeared R.E. Brudner, President, of REAL ESTATE BANQUE, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of November, 1978.

[Signature]
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

MY COMMISSION EXPIRES: _____

DEMITRI BARUNES

My Commission Expires June 30/1980

2.7212 acres, more or less, of land out of the Hermann Hospital Estate of 500.89 acre tract of land recorded in Volume 156, Page 45 of the Harris County Deed Records in the William Hardin League, A-24, Harris County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING: At the intersection of the South property line of Country Place, as recorded in Volume 163, Page 91 of the Harris County Map Records, with the West line of Country Place Drive, based on a width of 80 feet, said beginning point being the Southeast corner of Reserve "B" of Country Place;

THENCE North $89^{\circ}13'20''$ West, with the South line of said Reserve "B", a distance of 359.06 feet to a $5/8$ " iron rod for corner, said point being the northeast corner of Villa Verde, a subdivision, according to the plat thereof recorded in Volume 199, Page 124, Map Records of Harris County, Texas;

THENCE South $00^{\circ}01'00''$ West, along and with the East line of said Villa Verde, a distance of 319.86 feet to a $5/8$ " iron rod for corner; said point being the northwest corner of Southwest Commonwealth Apartments, as recorded in Volume 170, Page 108, Harris County Records;

THENCE North $88^{\circ}56'21''$ East, with the North line of said Southwest Commonwealth Apartments, a distance of 417.63 feet to a $5/8$ " iron rod for corner in the said West line of Country Place Drive;

THENCE in a northerly direction with a curve to the right and along and with the said West line of Country Place Drive, having a radius of 790.00 feet, a central angle of $22^{\circ}50'06''$, a distance of 314.85 feet to the PLACE OF BEGINNING and containing 118,536 square feet, more or less, or 2.7212 acres, more or less, of land.

EXHIBIT "A"

WILLOW HOLLOW
TRACT 1

113-81-2509

OCTOBER 13, 1978
JOB NO. 78-MS-10
REVISED 10-24-78

DESCRIPTION OF 19,560 SQUARE FEET OF LAND
OUT OF WILLOW HOLLOW, A DEVELOPMENT PLAN
IN THE WILLIAM HARDIN LEAGUE, ABSTRACT NO. 24
HARRIS COUNTY, TEXAS

BEING 19,560 square feet of land out of Willow Hollow, a development plan according to the map or plat of the said subdivision recorded in Volume 260, Page 53 of the Harris County Map Records and containing all of that area shown as Building Number 1 by the plat of the said Willow Hollow, said 19,560 square foot tract of land being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of Country Place Drive based on a width of 30.00 feet marking the southeast corner of the said Willow Hollow and the northeast corner of Southwest Commonwealth Apartments recorded in Volume 170, Page 108 of the Harris County Map Records;

THENCE S 88° 56' 21" W, 306.45 feet with the south line of the said Willow Hollow and the north line of the said Southwest Commonwealth Apartments to a point for corner;

THENCE N 01° 03' 39" W, 37.98 feet leaving the south line of the said Willow Hollow and the north line of the said Southwest Commonwealth Apartments to the POINT OF BEGINNING and southeast corner of the herein described tract;

THENCE N 89° 59' 00" W, 81.50 feet to the southwest corner of the herein described tract;

THENCE N 00° 01' 00" E, 240.00 feet to the northwest corner of the herein described tract;

THENCE S 89° 59' 00" E, 81.50 feet to the northeast corner of the herein described tract;

THENCE S 00° 01' 00" W, 240.00 feet to the POINT OF BEGINNING and southeast corner of the herein described tract containing 19,560 square feet of land.

MERCER-BROWN ENGINEERS, INC.

BUILDING SITE 1

EXHIBIT "B"

WILLOW HOLLOW
TRACT 2

113-81-2510
OCTOBER 13, 1978
JOB NO. 78-MSC-10
REVISED 10-24-78

DESCRIPTION OF 19,560 SQUARE FEET OF LAND
OUT OF WILLOW HOLLOW, A DEVELOPMENT PLAN
IN THE WILLIAM HARDIN LEAGUE, ABSTRACT NO. 24
HARRIS COUNTY, TEXAS

BEING 19,560 square feet of land out of Willow Hollow, a development plan according to the map or plat of the said subdivision recorded in Volume 260, Page 53 of the Harris County Map Records and containing all of that certain area shown as Building Number 2 by the plat of the said Willow Hollow, said 19,560 square foot tract of land being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of Country Place Drive based on a width of 80.00 feet marking the southeast corner of the said Willow Hollow and the northeast corner of Southwest Commonwealth Apartments recorded in Volume 170, Page 108 of the Harris County Map Records;

THENCE S 88° 56' 21" W, 45.74 feet with the south line of the said Willow Hollow and the north line of the said Southwest Commonwealth Apartments to a point for corner;

THENCE N 01° 03' 39" W, 110.50 feet leaving the south line of the said Willow Hollow and the north line of the said Southwest Commonwealth Apartments to the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE S 01° 03' 39" E, 81.50 feet to the southeast corner of the herein described tract;

THENCE S 88° 56' 21" W, 240.00 feet to the southwest corner of the herein described tract;

THENCE N 01° 03' 39" W, 81.50 feet to the northwest corner of the herein described tract;

THENCE N 88° 56' 21" E, 240.00 feet to the POINT OF BEGINNING and northeast corner of the herein described tract containing 19,560 square feet of land.

MERCER-BROWN ENGINEERS, INC.

BUILDING SITE 2

EXHIBIT "C"

WILLOW HOLLOW
TRACT 3

113-81-2511
OCTOBER 13, 1978
JOB NO. 78-MS-10
REVISED 10-24-78

DESCRIPTION OF 17,930 SQUARE FEET OF LAND
OUT OF WILLOW HOLLOW, A DEVELOPMENT PLAN
IN THE WILLIAM HARDIN LEAGUE, ABSTRACT NO. 24
HARRIS COUNTY, TEXAS

BEING 17,930 square feet of land out of Willow Hollow, a development plan according to the map or plat of the said subdivision recorded in Volume 260, Page 53 of the Harris County Map Records and containing all of that area shown as Building Number 3 by the plat of the said Willow Hollow, said 17,930 square foot tract of land being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of Country Place Drive based on a width of 80.00 feet marking the southeast corner of the said Willow Hollow and the northeast corner of Southwest Commonwealth Apartments recorded in Volume 170, Page 108 of the Harris County Map Records;

THENCE S 88° 56' 21" W, 65.77 feet with the south line of the said Willow Hollow and the north line of the said Southwest Commonwealth Apartments to a point for corner;

THENCE N 01° 03' 39" W, 198.14 feet leaving the south line of the said Willow Hollow and the north line of the said Southwest Commonwealth Apartments to the POINT OF BEGINNING and southeast corner of the herein described tract;

THENCE N 89° 13' 20" W, 220.00 feet to the southwest corner of the herein described tract;

THENCE N 00° 46' 40" E, 81.50 feet to the northwest corner of the herein described tract;

THENCE S 89° 13' 20" E, 220.00 feet to the northeast corner of the herein described tract;

THENCE S 00° 46' 40" W, 81.50 feet to the southeast corner and the POINT OF BEGINNING of the herein described tract containing 17,930 square feet of land.

MERCER-BROWN ENGINEERS, INC.

BUILDING SITE 3

EXHIBIT "D"

RETURN TO: LAWYERS TITLE COMPANY
617 CAROLINE
HOUSTON, TEXAS 77002

113-81-2512

FILED

NOV 21 3 38 PM 1978

Robert J. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

NOV 21 1978



Robert J. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS

COPY

ADDITIONAL RESTRICTIONS OF WILLOW HOLLOW

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

By actions by consent, in lieu of special meetings, duly executed by all members of the Board of Directors of THE REAL ESTATE BANQUE, INC., a Texas Corporation (hereinafter called the "Banque"), effective the 31st day of January, 1980, and of the Board of Directors of WILLOW HOLLOW HOMEOWNERS' ASSOCIATION, INC., a nonprofit Texas Coporation (hereinafter called the "Association"), on the 31st day of January, 1980, the following resolutions were adopted by each Board, by the unanimous consent of the Directors of each corporation, to-wit:

WHEREAS, the Banque is the owner of all of the thirty-five (35) tracts hereinafter described in that certain subdivision known as WILLOW HOLLOW, a Townhome Development in Houston, Harris County, Texas, (hereinafter called "Willow Hollow"), according to the map or plat thereof filed for record in the Map Records of Harris County, Texas on November 21, 1977 at Volume 260, Page 53 (hereinafter called the "Plat"); and,

WHEREAS, the Association is or will be the owner of all property other than the Tracts (such property hereinafter called the "Common Property"), as the same are hereinafter defined, in Willow Hollow; and,

WHEREAS, it is the desire of the Banque and the Association to place additional restrictions, covenants, conditions, stipulations and reservations upon and against both the Tracts and the Common Property comprising Willow Hollow, and to amend and amplify those Restrictions of Willow Hollow affecting the Tracts and the Common Property heretofore filed for record among the Official Public Records of Real Property of Harris County, Texas under Film Code No. 113-81-2504, in

order to create and carry out a uniform plan for the improvement, development, sale and maintenance of the Tracts and the maintenance and use of the Common Property for the benefit of all present and future owners of the Tracts.

NOW, THEREFORE, BE IT RESOLVED that the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Willow Hollow. These restrictions and covenants shall apply uniformly to the use, occupancy and conveyance of any and all property in Willow Hollow, including the use, occupancy and conveyance of any and all Tracts and each contract, deed or other instrument which may be executed with regard to or affecting any or all Tracts and/or the Common Property in Willow Hollow shall be conclusively held to have been executed, delivered, accepted and recorded subject to the following restrictions and covenants as though set out in full or by reference in such contract, deed or other instrument:

1. "Tract" or "Tracts": These terms, as used in these Additional Restrictions of Willow Hollow, mean one of or, in the aggregate, all those lots or building sites located within or to be located within Willow Hollow, one (1) through thirty-five (35), arranged in multiple unit buildings of twelve (12), twelve (12) and eleven (11) within those three (3) certain tracts or parcels of land covered by and described in those two (2) certain Deeds of Trust from THE REAL ESTATE BANQUE, INC. to H. Campbell Wood, Trustee and Richard Collier, Trustee dated November 21, 1978 and recorded among the Official Public Records of Real Property of Harris County under Clerk's File No. F864438, Film Code No. 113-88-0226 et seq., and Clerk's File No. F867201, Film Code No. 113-85-1373 et seq., respectively (hereinafter individually called a "Tract" and collectively the "Tracts") as indicated by number and reference as "Tracts" on any map, plat or replat of Willow Hollow.

2. "Common Property": This term, as used in these Additional Restrictions of Willow Hollow, means all property within the Plat of Willow Hollow, not specifically designated as a Tract or Tracts which shall be owned by the Association for the common use and enjoyment of the owners of the Tracts, their guests, invitees and licensees.

3. "Limited Common Property": This term, as used in these Additional Restrictions of Willow Hollow, means property within the Common Property appurtenant to and reserved for the use of a particular Tract or Tracts to-wit, balconies and patio areas appurtenant to the several Tracts and the structures placed on or to be placed thereon for the use and benefit of that Tract to which each is appurtenant.

4. Restricting Common Property: The Common Property shall be owned, improved, maintained and used by the Association in accordance with the following terms and conditions:

- (a) Those portions of the Common Property designated as "Paved Private Street", "Paved Private Driveway" and "Parking Spaces" and shown on Exhibit "A" attached hereto and made a part hereof for all purposes are designated as a paved private street and shall be improved, maintained and used solely as such for the use of owners of the Tracts and their guests, invitees and licensees. The Association shall have full control and discretion over the details of the maintenance and use of such paved private street; however, no action may be authorized or permitted which would impair the access to or use of the same by the owners of the Tracts, or their guests, invitees and licensees.
- (b) All remaining portions of the Common Property shown on Exhibit "A" designated as a garden area shall be improved, maintained and used solely as a private park with landscaping, lighting, recreation improvements and the like to be used solely by the owners of the Tracts, their guests, invitees and licensees.

5. Restricting Limited Common Property: The Limited Common Property shall be improved, maintained and controlled by the owner of the Tract to which it is appurtenant, notwithstanding that its ownership shall remain in the Association and its use is reserved solely for individual owners of

the Tracts, as the case may be, their guests, invitees and licensees, as private sidewalks and landscaped areas with trees, shrubs, walks and plantings, as the case may be. The Association shall have full control and discretion over the details, location and specific uses of Limited Common Property, as well as the improvement and maintenance of the same and the owners of the Tracts shall be required to observe and abide by all regulations adopted by the Association. However, no regulation or act shall be authorized or permitted which would impair access to or the use of the Limited Common Property by the respective Tract owners, or their guests, invitees or licensees. The Limited Common Property appurtenant to each Tract is not intended for use by the owners of other Tracts, the public or the guests, invitees or licensees of the owners of the Tracts other than the Tract for the use of which the same are designated.

6. Residential Purpose Only: No Tract shall be used for any purpose except residential purposes which, as used herein, shall be construed to exclude commercial and professional uses, which purposes are expressly prohibited; provided, however, at-home office use for nonresidential purposes not requiring or involving invitees on premises in connection therewith is permissible and, at the discretion of the Banque, its successors and assigns, and only with the prior express written permission of the Banque, Tracts or Common Property may be used for models and construction sales and general offices. Notwithstanding anything inferable herefrom to the contrary, no signs shall be permitted in or on any Tract or Common Property except for sale or lease signs no larger than three (3) feet by five (5) feet.

7. Architectural Control: No residence or other improvement shall be constructed or altered on any Tract unless and until the construction plans and specifications and a plan

showing the location of such structure or improvement have been approved by the Board of Directors of the Association.

8. Party Wall: The following agreement shall govern the use and maintenance of all Party Walls located in Willow Hollow:

- (a) Each wall or fence which is built as a part of any home upon a Tract and placed on or adjacent to the dividing line of another Tract shall constitute a party wall and shall be a part of any home or other structure upon such other Tract, and, to the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) In the event of damage or destruction of a party wall, the cost of reasonable repair and maintenance shall be shared by the owners of the Tracts abutting or sharing such wall; and each party, his successors and assigns, shall have the right to the full use of such wall so repaired or rebuilt. If any party's negligence or willful act shall cause damage to or destruction of a party wall, such negligent party shall bear the entire cost of repair or reconstruction. If any party shall neglect or refuse to pay his share, or all of such cost in case of negligence, then any other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs.
- (c) The right of any Tract owner to contribution from any other Tract owner under this article shall be appurtenant to the land and shall pass to such Tract owner's successors in title.
- (d) No party shall alter or change any party wall in any manner, interior decoration excepted, and party walls shall always remain in the same location as when erected, and each party to common or division party walls shall have a perpetual easement in that portion of the premises of the abutting owner on which such party wall is located, for party wall purposes.
- (e) The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed, deed of trust or other conveyance affecting any Tract in Willow Hollow shall be deemed to accept such instrument with the understanding that each and every future purchaser is also bound by

the provisions herein contained, and each and every such purchaser or other person, by accepting a deed or other instrument affecting any Tract, shall thereby consent and agree to be bound by the covenants contained in this instrument to the same extent as though he had executed this instrument.

- (f) In the event of any dispute arising concerning a party wall or under the provisions of this article, each party shall, upon three (3) days notice, choose one arbitrator, and such arbitrator shall, within three (3) days, choose one additional arbitrator who shall arbitrate such dispute and the decision shall be by a majority of all the arbitrators.

9. Lighting: Each Tract owner shall bear all cost and expense of installation, operation and maintenance of lighting in and around each Tract as directed by the Association, except that the Association shall pay all costs and expenses of lighting on all Common Property, the end walls of buildings on the Tracts and on the rear of garages and shall have sole control over installation, operation and maintenance of all lighting.

10. Association: Every owner of a Tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Tract. With the exception of the original incorporators or any partnership or joint venture composed of, or any corporation owned by, one or more of them, who shall have the right to cast three (3) votes for each Tract owned by or through them for a period of five (5) years from the date hereof, there shall be a limit within the Association of only one (1) vote per Tract which shall be cast by the owner or owners of each Tract or their designates.

11. Maintenance Fund: Each Tract sold by the Banque shall be subject to an annual maintenance charge to be known as the "Maintenance Fund Charge". The Maintenance Fund Charge shall be determined and set by the Board of Directors of the Association and shall initially be Fifty-Five and No/100 Dollars (\$55.00) per month per Tract, and shall be payable to the

Association in advance on or before the first day of each month. The Maintenance Fund Charge for a given Tract shall not become due until such Tract is conveyed to a party not a signatory to this instrument, save and except the holder of any Deed of Trust herein described, at which time the Maintenance Fund Charge will become immediately due and payable on a continuing monthly basis as set forth above.

To secure the payment of the Maintenance Fund Charge, a vendor's lien in favor of the Association is hereby granted against each Tract and any improvements thereon, and each Tract and the owner thereof shall be charged with the obligation to pay the Maintenance Fund Charge relating to such Tract, regardless of whether the deed or other instrument conveying such Tract shall contain recitations expressly imposing the Maintenance Fund Charge and creating the vendor's lien. Each owner of any Tract acquiring a deed from the Banque, or its successors in title, by acceptance of such deed, is deemed to covenant and agree to pay the Maintenance Fund Charge. The Maintenance Fund Charge is payable to the Association and the Maintenance Fund Charge shall be a charge on the land and shall be a continuing lien upon each Tract against which each Maintenance Fund Charge is made. The Association may bring an action at law against the owner of any Tract upon which the Maintenance Fund Charge shall not be timely paid to pay the same or to foreclose the lien against such Tract, and there shall be added to the amount of such Maintenance Fund Charge all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. In addition, any services provided by the Association may be terminated with respect to any Tract as to which the Maintenance Fund Charge shall be and remain unpaid. Each Maintenance Fund Charge shall also be

the personal obligation of the person who is or was the owner of the Tract against which the same accrues or is accrued at the time when the Maintenance Fund Charge falls due and continuing thereafter. However, the personal obligation for delinquent Maintenance Fund Charges shall not pass to successors in title unless expressly assumed by them. The lien for Maintenance Fund Charges herein created shall be subordinate to and shall not have priority over any lien given to secure purchase money or home improvement loans, but, in the event of foreclosure of any such lien for purchase money or home improvement loans, such foreclosure shall not extinguish the lien hereby granted to secure the payment of Maintenance Fund Charges which shall become due and payable after the sale or transfer of the Tract or other property pursuant to foreclosure, but rather it shall remain against the Tract and such foreclosure or other sale or disposition shall not relieve the owner of such Tract or other property from liability for any Maintenance Fund Charge subsequently becoming due.

The Maintenance Fund Charge may be adjusted upward by the Association as the needs of Willow Hollow may, in the Association's sole judgment, require, but the Association may not adjust the Maintenance Fund Charge upward more than ten percent (10%) during the course of a single twelve (12) month period except upon the affirmative vote of seventy-five percent (75%) of all votes eligible to be cast by the owners of the Tracts (each Tract being allocated one vote except as expressly set forth to the contrary at Section II).

The Association shall apply the total fund resulting from the Maintenance Fund Charge toward the payment of expenses incurred for any and all of the following purposes:

- (a) For the payment of any ad valorem taxes and other assessments levied or imposed against the Common Property and/or the Limited Common Property;

- (b) For the installation and maintenance of right-of-way and easements; 155-99-0507
- (c) To provide for the landscaping of the Common and Limited Common Property necessary to provide a uniform scheme of landscaping for Willow Hollow and which shall thus include, but shall not be limited to, all planting visible from outside of the Tract lines;
- (d) For the upkeep, repair and maintenance of all Common and Limited Common Property and the placement of improvements, including but not limited to landscaping, lighting, parking spaces, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment;
- (e) For the payment of legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting the Tracts to which the Maintenance Fund Charge applies;
- (f) For the payment of all reasonable and necessary expenses in connection with the collection and administration of the Maintenance Fund Charge;
- (g) For care of vacant Tracts, if any;
- (h) To provide for water and electricity to service Common and Limited Common Property and for the maintenance and landscaping thereof;
- (i) To provide for garbage pickup; and
- (j) For the payment and maintenance of a central antenna system for the use of all Tracts and for private television transmission fee or cable services and programming in relation to which such system is employed.

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The Association may apply the balance of the total fund arising from the Maintenance Fund Charge, if any, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes:

- (aa) For the employment of policemen and watchmen, if any;
- (bb) For exterior maintenance as required in the opinion of the Association, which opinion shall be final and conclusive; and
- (cc) In doing any other thing necessary or desirable in the opinion of the Association to keep Willow Hollow, generally, in neat and good order or which it considers of general benefit to the Tract owners, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

12. Casualty Damage Repair: The Association shall have the right, but not the obligation, in accordance with paragraph 12(cc) above, after a reasonable time from the occurrence of a casualty causing damage to the exterior of

any residence, to initiate and carry out repair of such casualty damage. In the event the Association does determine to initiate the repair of such casualty damage, the owner of the Tract(s) upon which the improvements incurring such casualty damage are located, shall not be relieved of the responsibility and shall be and remain liable for paying for such repairs and the Association shall have a mechanic's and materialman's lien on such Tract(s) and improvements until such time as the Association has been reimbursed for all costs incurred in initiating and carrying out such casualty damage repairs.

Additionally, all casualty insurance covering or affecting the Tracts whether carried by their owners or any other person, shall name the Association as an additional insured and the payee for the benefit of the owners or other interest holders in and to the Tracts, and the Association shall have the right to receive all payments in respect of such insurance coverages paid pursuant to any claims made thereunder and to settle any such claims with insurers and to undertake and cause to be completed reconstruction, repair or rebuilding, but not complete or total reconstruction if the improvements are wholly destroyed, of damaged improvements on any of the Tracts. The Association shall have the right to designate insurers, minimum coverages and may, without obligation to do so, pay any and all premiums required to initiate or maintain such insurance coverages, for or on behalf of the owners or other interest holders in and to the Tracts. The Association shall not, however, be obligated to make any such payment or designation, shall be entitled to reimbursement by the owner or other interest holder in and to the Tract or Tracts in connection with which any such payment is made, which shall be enforceable at law, and shall have a continuing lien against any such Tract or Tracts and the improvements located thereon until such time as the Association shall be fully reimbursed therefor.

13. Utilities: The following provision shall govern underground utility distribution to and within Willow Hollow and easements therefor:

- (a) **Electric Distribution:** An underground electric and distribution system exists in Willow Hollow, which underground service area embraces all Tracts in Willow Hollow. The owner of each Tract shall, at his own cost, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) any and all underground service cable and appurtenances from the point at which the same shall actually enter each Tract as well as the meter measuring or regulating the use of such electrical distribution system and the consumption of electricity by each such Tract, which meters are located on the exterior of the end walls of the structures presently in place upon the various Tracts, which end walls do not rest upon and touch every Tract. In addition, the owner of each Tract shall, at his cost, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) related to the use of the meter servicing such owner's Tract. For so long as underground service is maintained, the electric service to each Tract shall be underground, uniform in character and exclusively of the type known as single phase, 12/240 volt, three wire, 60 cycle, alternating current.
- (b) **Telephone Service:** Telephone service to each Tract between the telephone company's main lines and an individual residence shall be by way of underground conduit. Such conduit system shall be owned and maintained by the Association whether located on the Tracts or off, but all service wires therein shall be installed, owned and maintained by the telephone utility.
- (c) **Water Service:** Water service shall be provided to each Tract by way of a water distribution system owned by the Association and connected by means of master meters to City of Houston water mains. The distribution system between the point of connection to the City of Houston mains and the points where the pipe enters each Tract shall be the property of the Association and shall be operated and maintained by the Association. Those portions of the water distribution system located within the individual Tracts shall be owned and maintained by the individual Tract owners.

- (d) **Sanitary Sewer Service:** Sanitary sewer service shall be provided to each Tract by means of a sanitary sewer collection system owned by the Association, which sanitary sewer collection system shall be connected to City of Houston sanitary sewer system for final treatment. That portion of the sanitary sewer service line between the point of connection to the City of Houston sanitary sewer system and the points where the sewer enters each Tract shall be owned and maintained by the Association. Those portions of the sanitary sewer system located within the individual Tracts shall be owned and maintained by the individual Tract owners.
- (e) **Central Antenna Service:** Central antenna service shall be provided to each Tract by a central equipment system owned and maintained by the Association to the points where the equipment enters the various Tracts. Maintenance of the equipment in such system beyond such points shall be the responsibility of the individual Tract owners. No other antennas or receiving or transmitting equipment shall be installed or permitted on the exterior portion of any structure or in open area located in any of the Tracts without the written consent of the Association.
- (f) **Use of Easements:** Easements for underground utility services may be crossed by improvements and neither the Association nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or other improvements located on any portion of any Tract, the Common or Limited Common Areas covered by said easements.

14. Nuisances: No obnoxious or offensive activity shall be permitted upon any Tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors of ordinary sensibilities or which might diminish the desirability of Willow Hollow as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for motives of profit.

15. Structures: No structure of a temporary character, trailer, basement or tent, shack, garage, barn or other outbuilding shall be used on any Tract or Common Property at any time as a residence, either temporarily or permanently, or for any other purpose.

16. Vehicles: No vehicles other than private passenger cars (as the same is commonly understood) shall

be parked on any Tract or Common Property, either temporarily or permanently, it being the intent of these restrictions to prohibit the parking, temporarily or permanently, of the following which are listed as examples and not by way of limitation: large trucks, camper trucks or busses, boats and boat trailers. However, these restrictions are not intended to prevent delivery, repair or maintenance vehicles from operating in or on the premises in the ordinary course of business.

17. Minor and/or Temporary Structures: No signs, statues, artifacts or displays of any kind shall be placed or left open to the public view on any Tract unless and until the same shall have been approved in writing by the Association. Save and except the central antenna system, no antennas shall be installed temporarily or permanently in any location visible to the public view on any Tract or Common Property Area.

18. Animals: No animals, livestock, rabbits or poultry of any kind shall be raised, bred or kept on any Tract, except that dogs, cats or household pets may be kept, provided they are not kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked, exercised or pastured on any vacant Tract, if any, or on the Common or Limited Common Property.

19. Trash: No Tract or Common or Limited Common Property shall be used as a dumping place for rubbish. Trash, garbage or other waste shall be kept in sanitary containers at locations which have been designated by the Association.

20. Window Air Conditioners: No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any dwelling on any Tract, Common or Limited Common Property.

21. Sanitary Provisions: No privy, cesspool, septic tank or disposal plat shall be erected or maintained

on any Tract without the prior written consent of the Association.

22. Parking Area: Willow Hollow contains a parking facility intended for the use of the guests of the Tract owners and no others for temporary parking which shall mean no continuous period of time in excess of twenty-four hours, and subject to the provisions of Article 16 hereof. Such facility shall be owned, maintained and subject to the control of the Association.

23. Term and Amendments: This instrument, its content dealing principally with restrictions and Maintenance Fund Charge, shall remain effective until December 31, 2010 and shall be automatically extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of seventy-five percent (75%) of the Tracts (one vote per Tract) in Willow Hollow, subject to the application of these restrictions and the Maintenance Fund Charge, may revoke the same on either December 31, 2010 or at the end of any successive ten (10) year period thereafter by executing and acknowledging an appropriate written agreement or agreements stating such purpose and filing the same for record among the Official Public Records of Real Property in the Office of the County Clerk of Harris County, Texas at any time prior to December 31, 2010 or at any time prior to five (5) years preceding the expiration of any successive ten (10) year period thereafter. The covenants and restrictions contained in this instrument having to do with the Tracts, Limited Common Property or Common Property and all other covenants shall be considered and construed as covenants running with the land protecting the value and desirability of same, shall be binding upon the Banque, the Association, the owners of the Tracts, and their successors and assigns, and shall inure to the beneficiaries of deeds of trust or lessees of any part of the Tracts and their respective successors and

assigns, who shall be privileged hereunto to enforce the uses hereinabove specified and the covenants herein contained.

Amendments to these Additional Restrictions may be made by an instrument signed by not less than seventy-five percent (75%) of the Tract owners eligible to vote in accordance with the terms hereof and unless specifically set forth otherwise herein.

24. Violations: Violations of any restriction, condition or covenant contained herein shall give the Banque and the Association and their successors and assigns the right to enter upon the Tract where such violation exists and summarily abate or remove the same at the expense of the owner of such Tract, and such entry and abatement or removal shall not be deemed a trespass.

25. Enforcement: Enforcement of the restrictions, covenants and conditions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of the same, either to restrain such violation or to recover damages therefor. Invalidation of any one of these covenants by judgment, court order or otherwise shall not, in any way, affect any of the other provisions which shall remain in full force and effect.

26. Mortgage: Any violation of the covenants or restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgage or deed of trust outstanding against any Tract at the time that such covenant or restriction may be violated.

EXECUTED this 31st day of January, 1980.

ATTEST:

"Banque"
THE REAL ESTATE BANQUE, INC.
A Texas Corporation

By

Frank Rogers

By

[Signature]

155-99-0514

ATTEST:

"Association"
 WILLOW HOLLOW HOMEOWNERS'
 ASSOCIATION, INC.
 A Nonprofit Texas Corporation

By

Frank Rogers

By

[Signature]

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R.E. BRUDNER, PRESIDENT of THE REAL ESTATE BANQUE, INC., a Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of January, 1980.

[Signature]
 NOTARY PUBLIC IN AND FOR
 HARRIS COUNTY, TEXAS

Name: SUZANNE SMITHMy Commission Expires: 10-20-80

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R.E. BRUDNER, PRESIDENT of WILLOW HOLLOW HOMEOWNERS' ASSOCIATION, INC., a Nonprofit Texas Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of January, 1980.

[Signature]
 NOTARY PUBLIC IN AND FOR
 HARRIS COUNTY, TEXAS

Name: SUZANNE SMITHMy Commission Expires: 10-20-80

RETURN TO: LAWYERS TITLE COMPANY
 617 CAROLINE
 HOUSTON, TEXAS 77002

155-99-0515

UNOFFICIAL

STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

APR 22 1980



Quita Rodriguez
COUNTY CLERK,
HARRIS COUNTY, TEXAS

COPY

Quita Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS
APR 22 2 58 PM '80

FILED

**WILLOW HOLLOW HOMEOWNERS ASSOCIATION
RULES, REGULATIONS AND POLICIES
REGARDING COLLECTIONS AND FINES**

GENERAL

Willow Hollow ("the Association") is a Subdivision/Condominium Regime established by a Declaration of Covenants and Restrictions/Condominium Declaration filed of record in the Real Property Records of Harris County, Texas. These Rules, Regulations and Policies are made and adopted pursuant to the authority granted by the Declaration and the By-Laws, and pursuant to the authority granted to the Board of Directors/Managers by the Texas Property Code. For the purpose of these Rules, Regulations and Policies, the term Owner shall include individual owners and co-owners of a Home/Unit within Willow Hollow.

The following Rules, Regulations and Policies are effective April 15, 2010, and are applicable to Owners, tenants, families, and guest. All Owners are responsible for the instruction and supervision of their families, tenants, and/or guests as to the provisions of all of the Rules, Regulations and Policies, the Bylaws, and the Declaration, and Owners must provide a copy of these documents to their tenant(s).

COLLECTIONS POLICY

1. All maintenance assessments and related charges are due in full on the first (1st) day of each month.
2. All assessments and related charges are late if not paid by 5 p.m. on the fifteenth (15TH) day of each month.
3. Any assessments and related charges remaining unpaid on an Owner's account at 5 p.m. on the fifteenth (15th) day of each month shall be subject to a late charge of \$25.00.
4. If there is any account balance due on an assessment account for any Unit after the fifteenth (15th) day of any month, the managing agent may send a notice advising the Owner that the assessment is late and it must be paid within thirty (30) days. In such event, the managing agent will inform the Owner of the Owner's right to dispute the amount shown to be due before the Board, if a written request to do so is received within thirty (30) days of receipt of the letter. The letter will also inform the Owner that after 45 days (giving a date certain), if the account remains unpaid, it is subject to being turned over to the attorney for the Association to begin formal collection activities.

5. Any assessment remaining unpaid for (90) days, or any account accruing five hundred dollars (\$500.00) or more in assessments, late charges, collection charges, and/or interest will be turned over to the Association's attorney for collection.
6. All attorney fees, court costs, and other related charges of collection incurred by either the management company or the Association's attorney will be charged to the delinquent Owner's account. All such charges will be added to the amount of the assessments and collected as if they were assessments.
7. Once turned over to the Association's attorney, the attorney will be authorized to send a demand letter demanding payment for the account, plus the attorney's fees for such demand letter, within thirty (30) days of such letter.
8. If the Owner does not pay the account in full within the time required by the attorney's initial demand letter, the attorney is authorized to send a second letter demanding payment in full, plus the attorney's additional fees for the second demand letter, within ten (10) days, and if not so paid, a lawsuit may be filed against the Owner to collect all monies due and to seek foreclosure on the Owner's property.
9. If the assessments are not paid in full in accordance with the above demands, the attorney is authorized to file a lawsuit seeking the monies due, in addition to all assessments, late fees, attorney fees, court costs and interest which come due during the pendency of the lawsuit, and to seek an Order allowing the foreclosure of the Owner's Unit.
10. If a judgment is taken against the Owner, and arrangements have not been made by the Owner to pay the account by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale. The association may bid in at such sale by and through its attorney.
11. The Board President, Treasurer, and the property manager are authorized to appoint the Association's attorney(s) as Trustee/Substitute Trustee to notice and hold the sale.
12. After foreclosure, the lender holding the first lien on the property, and the owner will be notified of the Association's action, at the last known addresses on file with the Association or any other address located by the Association's attorney.
13. If after foreclosure, an Owner or his tenant continues to occupy the unit, a forcible detainer case will be filed seeking possession.

14. The Association's attorney may be authorized to file a deficiency suit against the Owner whose unit has been foreclosed, but who still owe a balance of assessments to the Association.
15. At all times during the collection process, the Association's attorney is authorized to enter into reasonable payment arrangements with Owners in an attempt to collect the obligation owed to the Association, and may charge a fee for an agreement reflecting the payment arrangement. In the absence of a reasonable payment schedule, or full payment of the assessment account, the Association's attorney is authorized to complete the entire collection process without necessity of further instruction or authorization.
16. At all stages of collection, payments made by Co-Owners will be applied to the collection costs first, then to the oldest balance on the Owner's account. The "balance" shall include, without differentiation, maintenance assessments, late charges, interest, attorney fees, maintenance charge-backs, fines, penalties, insurance, and insurance deductibles.

FINES POLICY

Fines may be imposed against Unit Co-Owner(s) or any infraction of the Declaration, By-Laws, or these Rules, Regulations and Policies by Owners, occupants or their guests. This policy will become effective April 15, 2010. The fine structure will be as follows:

First Offense Ten (10) Day Warning Notice (except where stated otherwise in these Rules, Regulations and Policies).

Second Offense \$50.00 fine

Third Offense \$75.00 fine

If an Owner receives warning or fine, the Owner will have the right to request a meeting with the Board, in writing, within thirty days of your receipt of the warning or fine. In addition, after the first warning, if the matter is not cured or reoccurs, the Board may refer the matter to the Association's attorney without further warning. In the event of fineable act or omission which threatens the health, safety or welfare of other residents or guest, the matter may be turned over to the Association's attorney without sending a warning. If the matter is referred to the Association's attorney, the Owner will be responsible for payment of all legal fees incurred.

If the offense reoccurs or continues after the third notice, the Association will continue to assess a \$100.00 fine every month the violation exists, or each time it re-occurs until abated, and the Board may refer the matter to the Association's attorney. All fees, including all attorney's fees incurred by the Association in enforcing the governing documents and these Rules, Regulations and Policies, will be charged to the Owner of the property at which the violation occurred, and will be added to the Owner's account balance.

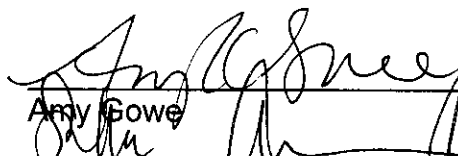
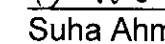
The Fine Policy conditions are as follows:

1. No one will be fined without the Association first sending a ten (10) day warning notice to the Owner (if known). (DOES NOT APPLY TO VANDALISM, GRAFFITI, FIREWORKS, GATE DAMAGE, AND ITEMS NECESSITATING IMMEDIATE INTERVENTION, WHICH MAY BE SUBJECT TO IMMEDIATE FINES OR REFERRAL TO LEGAL COUNSEL).
2. Anyone who is fined will be given a reasonable opportunity to respond to the charge.
3. To dispute a fine, the Owner must request in writing a meeting with the Board postmarked no later than (30) days from the date of the letter imposing the fine, setting forth the specific nature of the Owner's dispute.
4. Notification will be sent to the writer of the letter informing him or her of the date of the Board meeting when the dispute will be discussed.

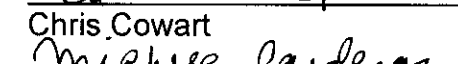
5. The Owner filing the dispute will be placed on the Board Meeting agenda and the Owner will be allowed a reasonable period of time to present his or her reasons why the fine should not be imposed or should be abated.
6. The Board 's decision after the hearing is final and any affirmed or non-appealed fine will be due and payable on the first of the next month after notification.
7. Should any offenses reoccur within twelve months after the first occurrence of a similar violation, no ten (10) day notice will be given, and the appropriate fine will be immediately imposed.
8. Any Owner who has more than two (2) violations within a sixty day period which are a result of the Owner's tenants, will be required to provide written proof of notices and action taken against any tenant(s) committing violations against the Association. The Association may request a meeting with the Owner, or take legal action to enforce the Declarations, By-Laws, or these Rules, Regulations and Policies.

Adopted by unanimous vote of the Board of Directors for
Willow Hollow, at a meeting held on April 27, 2010.

Board of Directors
Willow Hollow Homeowners Association

By: 
Amy Gowe

Suha Ahmad

Mary McKenzie

Chris Cowart

Michele Cardenas

Willow Hollow Paint Colors

(Fence color is high lighted in red)

Colors for each part of the exterior of your unit are as listed below:

<u>Specific Parts of House</u>	<u>SW Ref #</u>	<u>SW Paint Name</u>
House Body	#2001*R	Rocky Coast
Doors	#2717	Bordeaux
Trim on Doors	#2033*R	Foot Hills
French Doors	#2717	Bordeaux
Trim on Doors	#2033*R	Foot Hills
Trim on front and sides of house (note trim on backside is different)	#2033*R	Foot Hills
Trim on Windows	#2033*R	Foot Hills
Gutters (Trim Color)	#2033*R	Foot Hills
<u>Fence (Trim Color)</u>	<u>#2001*R</u>	<u>Rocky Coast</u>
House Numbers Board	#2001*R	Rocky Coast
Actual House Numbers	#2033*R	Foot Hills
Chimney	#2001*R	Rocky Coast
Chimney Trim	#2033*R	Foot Hills
Backside of Townhome	#2001*R	Rocky Coast
Trim on Backside of TH	#2001*R	Rocky Coast
Stairwells	#2001*R	Rocky Coast
Garage Body	#2001*R	Rocky Coast
Garage Doors	#2001*R	Rocky Coast

Paint Brand: Sherwin Williams