

JOINT AND MUTUAL
RESTRICTIVE COVENANT AGREEMENT
AND
PETITION CREATING RESTRICTIONS
PURSUANT TO TEXAS PROPERTY CODE SECTION 201.001 ET SEQ.
FOR
OAK MEADOWS, SECTION FOUR (4)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Oak Meadows Building Company, a Texas Corporation, was the owner of that certain 55.8 acres of land in the Callahan and Vince Survey in Harris County, Texas, which it has subdivided and platted as an addition known as OAK MEADOWS, SECTION FOUR (4), (hereinafter referred to as the "Subdivision"); as shown by the map or plat of OAK MEADOWS, SECTION FOUR (4), filed for record in the Office of the County Clerk of Harris County, Texas on June 25, 1953, under said Clerk's File Number 1144308, reference to which is hereby made for all purposes; and

WHEREAS, at least seventy-five percent (75%) of the land in the Subdivision was burdened by restrictions limiting the use of the Lots to residential use only; and

WHEREAS, the restrictions limiting at least seventy-five percent (75%) of the Subdivision to residential use only were originally found in that certain instrument entitled "Restrictions, Oak Meadows Addition, Section 4", which instrument was filed of record in the Real Property Records of Harris County, Texas, under County Clerk's File Number 1166949; and

WHEREAS, a Petition Committee pursuant to Tex. Prop. Code Section 201.005 having heretofore been created by the Owners of Lots in the Subdivision for the purpose of creating restrictions for the Subdivision in order to preserve the high standards and residential quality of the Subdivision; and

WHEREAS, said Petition Committee having heretofore filed written notice of its formation in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, should for any reason this Petition fail to meet the requirements of Tex. Prop. Code Section 201.001 et seq., the undersigned Owners have agreed to bind themselves in the joint and mutual covenants to control the use and development of their lots by marking "yes" by their signature on this Petition and the box marked "yes" by their name;

NOW, THEREFORE, it is hereby declared that all of the Lots of the Owners that have agreed to be bound by this Petition by

indicating "yes" by their names as set forth hereinafter and all other Lots within the Subdivision, excluding the lots of Owners within the Subdivision who shall not be affected by this Petition, pursuant to Tex. Prop. Code, Section 201.099 shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the Lots covered by this Petition, and which shall run with the Lots covered by this Petition and shall be binding on all parties having any right, title or interest in or to the Lots covered by this Petition or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each Owner within the Subdivision that is subject to this Petition:

ARTICLE I **DEFINITIONS**

Section 1. "Civic Club" shall mean and refer to OAK MEADOWS CIVIC CLUB, a Texas non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of OAK MEADOWS CIVIC CLUB.

Section 3. "Building" shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind.

Section 4. "Common Area" shall mean all real property owned by the Civic Club for the common use and enjoyment of the Owners.

Section 5. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record.

Section 6. "Lot" shall mean and refer to any plot of land shown upon the recorded map or plat of the Subdivision or any other tract of land owned by individuals in the Subdivision with the exception of the Reserves and/or Common Areas.

Section 7. "Member" shall mean and refer to each person or entity who holds membership in the Civic Club.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to the surface estate to any Lot or portion of a Lot which is subject to these restrictions.

Section 9. "Plat" shall mean and refer to the recorded map or plat of OAK MEADOWS, SECTION FOUR (4), a Subdivision in Harris County, Texas.

Section 10. "Subdivision" shall mean and refer to OAK MEADOWS, SECTION FOUR (4), a subdivision in Harris County, Texas, according

to the map or plat thereof.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a non-exclusive right and easement in and to the Common Area which shall be appurtenant to the title to every Lot, subject to the following provisions:

- (a) The right of the Civic Club to charge reasonable admission and other fees for the use of any recreational facility situated or to be situated upon the Common Area;
- (b) The right of the Civic Club to suspend the voting rights and right to use of the Common Area by an Owner or the Owner's delegate for any period during which any fee against his Lot, remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Civic Club to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property with a vote of fifty-one percent (51%) of the Owners.
- (d) The right of the Civic Club to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of the Owners agreeing to such dedication or transfer has been recorded.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of a fee simple or undivided fee simple interest in any Lot which is subject to assessment by the Civic Club shall be a Member of the Civic Club. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to a fee by the Civic Club and shall automatically pass with the title to the Lot. Ownership of such Lot shall be the sole qualification of Membership.

Section 2. Voting Rights Owners shall be allowed one vote per lot or tract of land. Co-Owners must cast their vote together.

ARTICLE IV
COVENANTS FOR MAINTENANCE FEES

Section 1. Creation and Purpose of Fees. The Owner of a Lot(s) in the Subdivision that is subject to these restrictions is hereby subjected to an annual maintenance charge and fee for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and fee will be paid by the Owner or Owners to the Civic Club, on or before January 1 of each year. The rate at which each owner will be assessed will be determined annually and may be adjusted from year to year by the Civic Club as hereinafter provided as the needs for the Subdivision may, in the judgment of the Civic Club, require. The Civic Club shall use the proceeds of said maintenance fund for the use and benefit of the Owners in the Subdivision. The annual fees shall also be the personal obligation of the person who was the Owner of such property at the time when the fee fell due.

Section 2. Maximum Annual Fee. The maximum annual fee shall be \$15.00 per Lot per year.

- (a) The maximum annual fee may be increased each year not more than 10% above the maximum fee for the previous year without a vote of the membership.
- (b) The maximum annual fee may be increased above 10% by a vote of fifty-one percent (51%) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual fee at an amount not to exceed the maximum permitted herein.

Section 3. Commencement of Annual Fee. The annual maintenance charge and fee, as set forth under Article IV, Section 1, hereinabove, shall not commence or in any way become due and payable, until such time as said annual maintenance charge and fee has been adopted and ratified by a sufficient number of the property Owners in ALL Sections of the Oak Meadows Addition that all Sections of Oak Meadows are subject to and encumbered by said annual maintenance charge and fee, it being the express intent of the persons whose names are subscribed hereto to adopt and commence an annual maintenance charge and fee ONLY after same has been adopted and made applicable to all Sections of Oak Meadows.

ARTICLE V
USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure

shall be erected, placed, altered, or permitted to remain on any residential lot other than one (1) single family dwelling and its outbuildings or other structures approved by the Architectural Committee. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no Lot shall be used for business or professional purposes, of any nature, whether for profit or not. Each single family dwelling may be occupied by only one family, consisting of one or more persons related by blood, adoption or marriage, of no more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. Each single family dwelling shall contain no more than one housekeeping unit.

Section 2. Architectural Committee. No Building or other structure shall be commenced, erected, placed, altered or maintained on a Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Committee as hereinafter established. In the event said Architectural Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Dwelling Size. Any residential unit constructed on any Lot in the Subdivision must have a living area of not less than 850 square feet, exclusive of open or screened porches, terraces, driveways, and garages.

Section 4. Building Location. No building, fence, wall or other structure shall be erected or located on any Lot nearer to the front Lot line than the building set back line as shown on the recorded map or plat above mentioned, said building set back line being twenty-five (25) feet from the front lot line. No Building shall be erected or located nearer to the side street line than the building set back line as shown on said map or plat, said side street set back line being ten (10) feet from the side street line, except as to Lots 1 and 38, of Block 51, said side street set back lines are 10 feet from the side street line at the front of the lot and increasing to twenty-five (25) feet at the rear of the lot. In the event of any conflict between the provisions of this Paragraph and the provisions of said recorded map or plat, the latter shall govern. No building or detached garage located seventy (70) feet or more from the front lot line, shall be erected or located nearer than five (5) feet to any side lot line. No dwelling house shall be located or erected on any interior lot nearer than twenty-five (25) feet to the rear lot line, and with respect to lots in Blocks 43, 44, and 45, no garage shall be located nearer than twenty (20) feet to the rear lot line and no garage shall face on the Allen-Genoa Road. All lot Owners, their agents, tenants, servants and/or

representatives, are expressly prohibited from constructing, installing, employing, utilizing and/or maintaining any driveway, culvert, drive path, gateway or entranceway of any nature, for the purpose of gaining access to any Lot directly from or onto Allen-Genoa Road. All lots in said Blocks 43, 44, and 45 shall be deemed to front and face on Falvey Avenue. All dwelling houses shall be constructed on each lot so as to front the street upon which such lot faces. Any lot, excepting a corner lot, is deemed to front on the street on which it abuts. A corner lot shall be deemed to front on the street on which it has its smaller dimension, except that Lot 2 in Block 48 shall be deemed to face on El Buey Way, and with respect to such Lot 2 in Block 48, the side street building line, that is the building line on the side facing Forest Oak Drive, is hereby changed from twenty-five (25) feet as shown on the recorded map or plat to 10 feet. No garage shall be erected or located on either Lot 1 or 2 of Block 48 so as to front or face Orchid Street.

Section 5. Driveways. Culverts shall be utilized in all driveways and walkways used to access Lots in the Subdivision.

Section 6. Cesspools and Outside Toilets. No cesspools shall be dug, used or maintained in the Subdivision. Outside toilets are specifically prohibited from being placed or erected on any lot in the Subdivision. All property owners are expressly prohibited from allowing any waste water from any source to be deposited onto the ground or onto the street. All waste water from all sources shall be caused to properly drain into the private sewer system of each home in the subdivision.

Section 7. Limitation on Time Allowed for Construction. Once a Building has been approved for construction by the Architectural Committee and construction begun, it must be completed within nine (9) months from the date construction began.

Section 8. Signs. No signs, billboards, posters or advertising devices of any character shall be permitted, except for those used in connection with the sale of a Lot, unless otherwise approved in writing by the Architectural Committee. In no event may any sign be in excess of two (2) feet by three (3) feet (length, width and height dimensions).

Section 9. Annoyances or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Members, or any neighboring property owner.

Section 10. Storage of Vehicles or Equipment. The storage of inoperable or unused vehicles of any nature or kind is specifically prohibited unless said vehicle is stored in a garage, other enclosure approved by the Architectural Committee, or is not otherwise visible to public view. The parking and/or storage of commercial vehicles and/or equipment of any nature is not permitted within the subdivision. This restriction shall not apply

to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 11. Animals and Livestock. The raising or keeping of hogs or other livestock, including wild animals, on any Lot in the Subdivision is strictly prohibited, however, consistent with its use as a residence, dogs, cats and other domestic household pets may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purposes. Not more than three (3) pets may be kept on any Lot. The custody and care of animals on any lot must be in strict compliance with any applicable state, county or city laws regarding same.

Section 12. Water and Mineral Operations. No quarrying or mining operations of any kind shall be permitted on any Lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on any Lot.

Section 13. Storage and Disposal of Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, or within plastic trash bags which have been properly secured so as not to come open. Provided further, that no Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new Building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction commenced and may be maintained thereon for a period of time not to exceed nine (9) months from the date construction commences. Under no circumstances shall Building materials be placed or stored in the street.

Section 14. Antennas. No electronic antenna or device of any type for transmitting or receiving electronic signals including satellite dish antennae shall be erected, constructed, or placed forward of the Building set back line as provided in Section 5 hereof, nor shall any electronic antenna or device of any type for transmitting or receiving electronic signals be erected, constructed, or placed on any structure or lot which exceeds more than fifteen (15) feet above the main residential dwelling of said Lot.

Section 15. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful, and safe condition. In no event shall any Lot be used for storage of materials or equipment of any nature, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, nor shall any owner permit the accumulation of garbage, trash or rubbish. The owner of each Lot is primarily responsible for the upkeep and maintenance of each Lot owned, including all improvements thereon,

in a neat and attractive fashion. All Lots shall be mowed, edged and/or weeded on a regular basis, as necessary to maintain said Lots in a reasonably neat and attractive condition.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after thirty (30) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate maintenance after such notice, the Civic Club may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot and remove or cause to be removed such garbage, trash, rubbish, inoperable vehicles or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a healthful, safe and sanitary condition.

Section 16. Damaged Buildings. Any Building destroyed partially or totally by fire, storm or any other means shall be fully repaired or demolished within a six month period of time, following such destruction and the land restored to an orderly and attractive condition.

Section 17. Temporary Structures. No basement, tent, garage or other outbuilding shall be occupied or used as a residence, temporarily or permanently. No camping trailer, camper, trailer home, any type of mobile home, houseboat or vehicle with living accommodations shall be used for, or in conjunction with, a residence or dwelling, either temporarily or permanently.

Section 18. leases. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Petition and the Bylaws of the Civic Club and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Section 19. Common Area. All property owned by the Civic Club is for the exclusive use of the Members and their guests. In addition to any other rules later promulgated by the Civic Club, the use of the Common Areas is to be restricted as follows:

- a) No firearms are permitted on the Common Areas.
- b) No motorized vehicles are permitted on the Common Areas except for necessary maintenance.
- c) Any and all use of the Common Areas for parties or organized activities shall require the prior approval of the Civic Club.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. Approval of Building Plans. No building, improvement, or other structure shall be commenced, erected, placed, altered or maintained on any Lot until the construction

plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards by the Oak Meadows Architectural Committee (the "Committee"). A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee, or its designated representative, prior to commencement of construction. The Architectural Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Committee retains the right to retain one (1) copy of all approved plans and specifications for the Committee's files. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. The Committee shall have the right and authority to require any Owner to remove or alter any structure which has not received approval or which is built other than per the approved plans. The requirements of this Article are in addition to any approvals or permits required by any governmental entity.

Section 2. Authority of the Committee. The Committee shall have the right to specify architectural and aesthetic requirements for Building sites, minimum setback lines, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance .

Section 3. Committee Membership. The Architectural Committee shall be composed of the Board of Directors of the Civic Club.

Section 4. No Liability. The Civic Club and the Architectural Committee, as well as their agents, employees and architects, shall not be liable to any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner.

ARTICLE VII EASEMENTS

Section 1. All easements of record are incorporated herein by reference.

ARTICLE VIII RESERVES

The tract of land marked "RESERVE" on said recorded map or plat of OAK MEADOWS, SECTION FOUR (4), which tract is bounded on the South by the South line of Block 46, on the East by the East line of Block 46, on the North by El Buey Way and on the West by Lot 17 of Block 46, is expressly excepted from the foregoing restrictions, covenants and conditions and none of them shall apply to said tract, marked "RESERVE", and said tract marked "RESERVE" may be used for business, commercial or any other appropriate purpose or purposes whatsoever.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the Restrictions or Covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reasons of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by the Civic Club (and

the Civic Club is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Lot in the Subdivision. Failure by the Civic Club or any Owner to so enforce any Covenant or Restriction hereof shall not be construed to constitute a waiver or abandonment of the right to thereafter enforce such provision or any other provision hereof.

Section 2. Entry and Emergency Powers. To the extent necessary to prevent rat infestation and diminish fire hazards, the Civic Club shall have the right, through its agents and employees, to enter any vacant residence or improvements located upon any Lot. The Civic Club may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The Civic Club, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 3. Amendment. The Covenants and Restrictions of this Petition shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Civic Club or the Owner of any Lot subject to this Petition, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Petition is recorded, after which time said Covenants and all terms herein shall be automatically extended and renewed for successive periods of ten (10) years. The Covenants and Restrictions of this Petition may be amended at any time by an instrument signed by not less than fifty-one percent (51%) of the Owners subject to this Petition. Any amendment must be properly recorded in the Official Public Records of Real Property of Harris County, Texas.

Section 4. Interpretation. If this Petition or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Petition shall govern. All terms and provisions herein shall be liberally construed.

Section 5. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provisions appearing in this Petition shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 6. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect as to any terms and provisions which are invalidated.

THE OWNERS OF LOTS IN THE SUBDIVISION which have not signed this Petition must file suit under Tex. Prop. Code §201.010 before the 181st day after the date on which the certificate called for by Tex. Prop. Code §201.008(e) is filed in order to challenge the procedure followed in creating these Restrictions. The Owners of Lots in the Subdivision who do not sign this Petition may delete their property (Lots) from the operation of the Restrictions created herein by filing a statement described in the fourth listed category in Tex. Prop. Code §201.009(b) before one year after the date on which the Owner received actual notice of the filing of this Petition as authorized pursuant to Tex. Prop. Code §201.001 et seq.

WE, THE UNDERSIGNED, HEREBY ATTEST AND AFFIRM that we own record title to property (Lots) within OAK MEADOWS, SECTION FOUR (4), a Subdivision in Harris County, Texas. If the "yes" box is marked next to our name, the Lots owned by us within the Subdivision shall hereinafter be held, sold, and conveyed subject to the foregoing restrictions, covenants and conditions which shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof. If the "no" box is marked, the Owner's property shall not be covered by this Petition and the Restrictions contained herein and shall be specifically excluded herefrom.

IN WITNESS WHEREOF, the undersigned have executed this Petition as of the dates of their respective acknowledgements to be effective the 1st day of July, 1992.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I/We, the undersigned owners of property within OAK MEADOWS, SECTION FOUR (4), a subdivision located in Harris County, Texas, as shown on the map or plat thereof filed of record on June 25, 1953, in the Real Property Records of Harris County, Texas, under Clerk's File Number 1144308, do hereby attest and affirm that we own record title to the property (lots) within OAK MEADOWS, SECTION FOUR (4), listed below (the "property") and that the property shall hereinafter be held, sold and conveyed subject to the foregoing restrictions, covenants and conditions which shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof.