

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
LONDONDERRY: SECTION 1**

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

WHEREAS the idea in the development of beautifully wooded Londonderry is to set firm but liberal building restrictions; and

WHEREAS Norman R. Dobbins, Inc., a Texas corporation (hereinafter called "Declarant") being the owner of portions of that certain tract of land that has been heretofore platted-and subdivided into that certain subdivision known as Replat, Londonderry, Section I, according to the map or plat recorded in Volume 238, Page 85 of the Map Records of Harris County, Texas, (such recorded map of plat being herein sometimes referred to as the "Replat"), does hereby establish, adopt, and promulgate the following reservations, restrictions, covenants and easements to apply uniformly to the use, occupancy and conveyance of the lots in said Replat of Londonderry, Section I, described below for the benefit of the present and future owners of said lots and the Londonderry Homeowners' Association, Inc.:

Block 1, Lots 1 through 22, inclusive  
Block 2, Lots 1 through 51, inclusive  
Block 3, Lots 1 through 10, inclusive  
Block 4, Lots 1 through 13, inclusive  
Block 5, Lots 1 through 25, inclusive  
Block 6, Lots 1 through 18, inclusive  
Block 7, Lots 1 through 11, inclusive  
Block 8, Lots 1 through 21, inclusive  
Block 9, Lots 1 through 22, inclusive  
Block 10, Lots 1 through 12, inclusive  
Block 11, Lots 1 through 2, inclusive  
Block 12, Lot 1 only.

**1.       Single Family residential Construction and Use.** No building shall be erected, altered or permitted to remain on any Lot shown on the Replat other than one (1) detached single-family residential dwelling not to exceed two and one-half (2 ½) stories in height, together with a private garage for not less than two (2) nor more than three (3) cars, and bona fide servants' quarters, which servants' quarters of garage shall not exceed the primary residential dwelling in height of number of stories and which servant's quarters may be occupied only by a member of a family occupying the primary residence on the building site or by domestic servants employed on the premises. None of the Lots or the buildings constructed thereon shall be used for anything other than single-family, private residential purposes. No commercial activity shall be permitted on any Lot, nor shall any commercial activity be engaged in form any such Lot.

**2.       Architectural Control.** Declarant has appointed an Architectural Control Committee (herein call the "Committee") composed of the following members: Norman R. Dobbins, George Paul and Shirley McGuyer. The purpose of the committee shall be to review construction plans, specifications and plot plans, to insure compliance with these restrictions and to insure for all Owners harmony of external and structural design with existing and proposed structures and as to location with respect to topography and finish grade elevations. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

No building or improvements of any character shall be erected or placed, or the erection begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a plot plan showing the location of the structure or improvements has been submitted to and approved in writing by the Committee as to compliance with these restrictions, as to quality of material, harmony of

external design with existing and proposed structures and as to location with respect to topography and finish grade elevations. In the event that the event that the committee disapproves any such construction plans, specifications or plot plans, notice of such disapproval shall be delivered in person or by registered or certified mail addressed to the party submitting the same at an address that must be supplied with the submission. In passing upon all such construction plans, specifications and/or plot plans, the Committee may take into consideration, among other things, the suitability of any such proposed building or improvement or the alteration thereof and the materials with which it is to be constructed to the Lot upon adjacent neighboring or others Lots. Any such notice shall set forth the elements disapproved and the reason of reasons therefor, but need not contain suggestions as to methods of curing any such matters disapproved. The judgment of the Committee in this respect, in the exercise of its sole and absolute discretion, shall be final and conclusive. In the event the Committee fails to approve or disapprove within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied.

No attached garages shall be erected anywhere in Londonderry, Section I unless the front of the garage is at least sixty (60) feet from the front property line. All driveways must enter from the front of any lot on all lots siding to London Way Drive. There will be no front-loading garages anywhere; provided, however, in the event of a variance, an automatic door opener must be installed on the garage door and no vehicles, boats, toys of personal property shall remain in the driveway area. Side-loading garages will be allowed, not to exceed twenty (20%) percent, or every five (5) lots, and none will be allowed on London Way Drive. There will be no accent or fancy painted garage doors. All garage doors must blend into the color used on the front of the home. Every builder must be aware of his street scape, vary the roof lines, hips, gables, ect. There will be no adjoining front elevations on the same building line, unless it is a porch, L-shaped home design, or side-loading garage. Any flush or flat front elevations must vary building line 3' to 10' back or forward from adjoining home.

**3. Minimum Square Footage Within Improvements.** No dwelling fronting on London Way Drive shall contain less than 2,000 square feet of living area, or 1,000 square feet on the ground floor if a multistory.

The living area on the ground floor of the main residential structure, exclusive of open porches and garages, on lots shown in the Replat of Section I shall not be less than one thousand five hundred (1,500) square feet for a one (1) story dwelling nor less than nine hundred (900) square feet on the floor for a dwelling of more than one (1) story. The total square feet for a multi-story dwelling shall be not less than one thousand six hundred (1,600) square feet.

**4. Location of the Improvements Upon the Lots Shown in the Replat.** No building shall be located on any Lot shown in the Replat nearer to the front boundary line or the rear boundary line or nearer to the street side line than the minimum building setback line shown on such Replat. No building shall be located on any Lot shown in the Replat nearer than ten (10) feet to any side street line. The primary residential structure (exclusive of detached garages and servant's quarters) shall be located at least fifteen (15) feet from the rear property line. Subject to the provisions of Paragraph 5, no part of the primary residential structure shall be located nearer than five (5) feet to an interior lot line except where the adjoining primary residential structure is located more than five (5) feet from the same interior lot line, in which event such residential structure may be located no nearer than three (3) feet from said interior lot line, provided that the adjoining residential structure is located at least seven (7) feet from the same interior lot line so that a minimum of ten (10) feet is maintained between adjacent primary residential structures. A garage or servants' quarter structure located sixty (60) feet or more from the front lot line may be a minimum distance of three (3) feet from an interior lot line. For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of any structure, provided, however, that this shall not be construed to permit an encroachment upon or over any adjacent lot line, or closer than one (1) foot to any adjacent property line.

**5. Composite Building Site.** Any owner or one or more adjoining lots or portion thereof may consolidate such lots or portions into one building site with the privilege of placing or constructing improvements on such resulting site in which case setback lines shall be measured from the resulting property lines. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of the lots in the same block.

**6. Utility Easements.** Declarant reserves the utility easements and right-of-way shown on the Replat for the construction, addition, maintenance and operation of all utility systems now or hereafter deemed necessary

by Declarant for all public utility purposes, including systems of electric and power supply, telephone service, gas supply, water supply and sewer services. No structure shall be erected upon any of said easements. Neither Declarant nor any utility company using the easement shall be liable for any damage done by either of them or their assigns, agents employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land covered by said easements.

7. **Prohibition of Offensive Activities.** No unlawful, noxious or offensive activity shall be conducted or maintained on any lot, nor shall anything be done or permitted to be done thereon that may be or become a nuisance to the residents of the subdivision.

8. **Use of Temporary Structures.** No structure of a temporary character, whether a trailer, mobile home, basement, tent, shack, camper, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, temporary or permanent, nor shall any structure of temporary character ever be used in any way or moved onto of permitted to remain on any Lot except during the period of construction of permanent structures thereon. Any temporary structures used as building offices and for other related purposes during such construction period must be slightly.

9. **Storage of Automobiles, Boats, Trailer and Other Vehicles.** No boat trailers, boats, travel trailers, inoperative automobiles, campers, or other vehicles of any kind shall be stored or kept for the purpose of repair in the public street, right-of-way or on any lot unless the same is kept within the confine of a garage or enclosure sufficient to screen same from public view. No boat or trailer of camper can be stored in front of main building.

10. **Mineral Operation.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall any walls, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. **Animal Husbandry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept provided that they are not kept, held or maintained for commercial purposes.

12. **Walls, Fences and Hedges.** No walls, fence or hedge in excess of three (3) feet in height shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than six (6) feet in height. Any wall, fence or hedge erected as a protective screening on lot by Declarant shall pass ownership with title to the property and it shall be Owner's responsibility to maintain said protective screening thereafter. No chain link fence or chain link type fence shall be allowed in the Subdivision.

13. **Visual Constructions at the Intersections of Public Streets.** Except for such objects or things that may be placed, planted or permitted by Declarant, no object or thing that obstructs site lines at elevations between two (2) feet and six (6) feet above the roadways within the triangular area formed by the intersecting street property lines and a line connection them at points twenty-five (25) feet from the intersection of the street property lines or extensions thereof shall be placed, planted or permitted to remain on any corner lot. No chain-link type fence construction shall be permitted on any lot.

14. **Lot Maintenance.** The owners or occupants of all lots shall at all time keep all weeds and grass thereon cut in sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment (except for normal residential requirements or incident to construction of improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon and shall not burn anything on any lot (except by use of an incinerator as permitted by law). The drying of clothes in full public view is prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public: the drying of clothes, yard equipment, wood piles or storage piles that are incident to the normal residential requirements of typical family. In the event of default on the part of the owner or occupant of any lot in observing the above requirements of any of them, such default continuing after ten (10) days written notice thereof, Declarant or it agents may without liability to the owner

or occupant in trespass or otherwise enter upon said lot and cut or cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions so as to place said lot in neat, attractive, healthful and sanitary conditions and may charge the Owner of occupant of such lot for the cost of such work. The owner or occupant, as the case may be, agrees by the purchase or occupation of the property to pay such statement immediately upon receipt thereof. If such owner or occupant fails to pay such statement upon receipt, such owner or occupant shall thenceforth be liable for interest on such amount at the rate of 10% per annum, together with reasonable attorney's fees and/or other expenses of collection.

15. **Signs, Advertisements, Billboards.** No advertising signs or any other type of sign (except one "for sale" sign of not more than five square feet per lot or except as may be approved by the Committee), billboards or other advertising structure shall be erected, placed or permitted to remain on any lot; provided, however, that the foregoing covenants shall not apply to signs, or billboards, if any, of Declarant, its agents or assigns. Declarant or its agents shall have the right to remove any such sign, advertisement, billboards or structure that is placed on any lot without the consent of the Committee, and, in so doing shall not be liable and is expressly relieved from any liability for trespass or other tort action in connection therewith, or arising from such removal.

16. **Roofing Material and Exterior Wall Construction.** The roof of any structure shall be constructed or covered with (1) No. Two or better wood shingles or (2) asphalt or composition type shingles comparable in quality, weight and color to wood shingles (the decision of such comparison to rest exclusively with the Committee) or (3) crushed marble slag or pea gravel set in a built-up type roof. Any other roofing material shall be permitted only at the sole discretion of the Committee upon written request. Furthermore the exterior wall construction of all structures shall be constructed of not less than fifty-one (51%) percent brick.

17. **Maximum Height of Antennae.** No radio or television aerial wires or antennae shall be maintained on any portion of any residential lot forward of the middle (front to back) of the main residence, nor shall any free standing antennae of any style be permitted to extend more than ten (10) feet above the roof of the primary residential structure on said lot.

18. **Underground Electric Service.** The owner of each lot containing a single dwelling unit shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the Replat of Londonderry, Section I, or by separate instrument, granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or declarant in the case of a multiple dwelling unit structure, shall at his or its own cost, furnish, install own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Area, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60-cycle, alternating current.

19. **Definitions.** "Association" shall mean and refer to Londonderry Homeowners Community Association, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Common Area" shall mean all real property owned or used by the Association for the common use and enjoyment of the owners. The Common Area to be cared for by the Association at the time of the conveyance of the

first lot is described as follows: The streets and boulevards which have heretofore been dedicated to Harris County in the above described Replat, and the recreational facilities provided by Declarant such as tennis courts, swimming pool and community building; provided, however, title to the community building, pool, tennis courts, etc., shall remain the property of Declarant.

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

“Declarant” shall mean and refer to Norman R. Dobbins, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**20. Property Rights.** Every owner shall have a right a easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: The right of the Association dedicated 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 two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**21. Membership and Voting Rights.** Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned and not legally deeded to another. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 15, 1979.

**22. Covenant for Maintenance Assessments.** Creation of the Lien and Personal

**Obligation of Assessments.**

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney’s fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

**Purpose of Assessment.**

The assessments levied by the Association shall be used for streetlights, health, safety, and welfare of the residents, and for the improvement and maintenance of the Right of Way area, and the Recreational Facilities owned or used in the Subdivision.

The foregoing enumeration of the purposes of the assessments shall not be deemed to require the Association to use the funds derived from such assessments for any one or more of such purposes or to require that any particular amount of funds be expended for any particular purpose. The Association shall be entitled to expend such amounts as and for such of the foregoing enumerated purposes as it shall determine, in the exercise of its reasonable and prudent judgment, to be necessary and proper.

**Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Notice and Quorum for Any Action Authorized Under the Foregoing.**

Written notice of any meeting called for the purpose of taking any action authorized under the foregoing subject, Special Assessments for Capital Improvements, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be held more than 60 days following the preceding meeting.

**Uniform Rate of Assessment**

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Date of Commencement of Annual Assessment: Due Dates.**

The Annual assessments provided for herein shall commence as to all Lots on March 1, 1977; provided, however, during construction and until homes are permanently occupied the owner of such lot shall pay one-half (1/2) of the customary annual assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Initially the amount of the annual assessment shall be Ninety-six (\$96) Dollars, which will be used to pay for electricity for street lights and mowing the right-of-way areas, and the maintenance and operation of the recreational facilities provided by Declarant such as tennis courts, swimming pool and community building. Declarant reserves the right to use the clubhouse for residential sales purposes. A written notice of any change in the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 15 of every year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. Upon purchase of a Lot by homeowner, one full year's maintenance assessment shall be paid in advance by Owner to Association and thereafter Lender shall collect the maintenance assessment monthly from Owner and pay assessment over to the Association annually.

**Effect of Nonpayment of Assessments: Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% (ten percent) per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale of transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or form the lien thereof.

**23. 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 reason of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, or by the owner of any lot shown in the Replat of Londonderry, Section I. Failure by anyone so to enforce any covenant or restriction hereof shall not be constructed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgage under any mortgage or deed of trust presently or hereafter placed on record covering any of the land shown to be within the Replat of Londonderry, Section I.

**24. Easement for Surface Drainage.** No wall, fence hedge, or other obstacle shall be constructed so as to prevent natural surface drainage across adjoining lots.

**25. Severability.** In the event that any of the provisions hereof, or any portion thereof, shall become or be held to be invalid, whether by judicial decision or otherwise, such invalidity shall not affect, alter or impair any other provision hereof that was not so declared invalid and such other provisions shall be and remain in full force and effect in accordance with the terms hereof.

**26. Duration and Amendments.** All of the terms and provisions hereof, including the covenants and restrictions imposed upon, and the assessments made and established against, each lot in the Replat of Londonderry, Section I, shall run with the land and shall be binding upon Declarant, its successors and assigns, and all persons or entities claiming under it or them for a term of twenty (20) years from and after the date this Declaration is recorded, after which time they shall be automatically extended for successive periods to ten (10) years each. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty five percent (85%) of the owners of lots shown to be included within such Replat, and may be amended during any successive ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the owners of lots shown to be included within said Replat. Any amendment must be recorded in the Office of the County Clerk of Harris County, Texas.

**27. Additional Lands.** Declarant is the present record owner of approximately 212 acres of land out of the John C. Donnelly Survey, Harris County, Texas (herein called "Additional Land") in addition to the property included in the Replat of Londonderry, Section I. Such Additional Land or any portion thereof may be from time to time annexed to and made a part of the properties without the assent of owners of lots in the Properties by an instrument executed by Declarant and filed in the Official Public Records of Real Property of Harris County, Texas, describing the land to be so annexed, identifying the plat of map of such additional Land of portion thereof by reference to the recording thereof in the map or Plat records of Harris County, Texas, and imposing on such portion of the Additional Land Assessments in favor of the Association which are the same or substantially similar to those imposed herein on the lots shown in the Replat of Londonderry, Section I. Upon the execution and filing of such instrument and the map or plat of such portion of the Additional Land, such portion of the Additional Land so annexed shall be and become a part of the Properties.

Other residential property in addition to the Additional Land may be annexed to the Properties with the consent of two-thirds (2/3) of the Owners of property subject hereto. However, upon the submission and approval by the Federal Housing Authority and the Veteran's Administration of a general plan of the entire development, and upon the subsequent approval of each stage of development, such other land may be annexed by the Declarant.

**28. Utility Facilities.** It is expressly agreed and understood that the title conveyed by Declarant to any lot by contract, deed or other conveyance shall not in any event be held or constructed to convey title to the water, gas, storm sewer, electric lights, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenance thereto constructed thereto constructed by or under Declarant or its agents or by any public utility companies through, along or upon said easements or any part thereof to serve said lot of any other portions of the subdivision, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

**29. Ratification by Lot Owners.** All of the lots in Replat of Londonderry, Section I, except those specifically listed below, are owned by Declarant. The lots included within the replat which are not owned by Declarant are owned as follows:

Richard Zapoli and Nancy	Lot 2, Block 1
Joe .D. Robbins and Babara	Lot 1, Block 1
Bratten Construction, Inc.	Lots 1 through 10 inclusive, Block 5
	Lots 16 through 25 inclusive, Block 5
Houstonian Homes, Inc.	Lots 5 through 11, inclusive, Block 1
	Lots 14 through 19 inclusive, Block 2
	Lots 12, Block 1

Richard and Nancy Zapoli, Joe D. and Babara Robbins, Bratten Construction Company and Houstonian Homes, as owners of the lots listed above, all join in this Declaration to evidence their respective agreements and consents to the establishment, adoption and promulgation of the reservations, restrictions, covenants, and easements set forth under paragraphs 1 through 27 above as being fully applicable to and enforceable with respect to all of the lots listed above as being owned by said persons or entities as well as to all of the other lots shown on said Replat, and agree that all of the terms and provisions of this Declaration shall be in all respects fully binding upon all of the lots shown on the Replat to the same extent and with the same legal force and effect as if all of such lots had been owned by Declarant at the time of execution and recordation of this Declaration.

**30. Binding Effect.** All of the terms hereof shall extend and be binding on all of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Recorded with file number E923575, in the Harris County Property Records.