

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

LONDONDERRY SECTION THREE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS DECLARATION, made on the date hereinafter set forth by Antero Development, L.L.C., a Texas limited liability company, acting herein by and through their duly authorized officers, hereinafter referred to as "Declarant":

W I T N E S S E T H :

WHEREAS Declarant is the owner of that certain 11.6539 acre tract of land situated in Harris County, Texas, which has been platted and subdivided into Londonderry Section Three (3), according to the Map or plat thereof recorded in Volume _____, Page _____, Map Records of Harris County, Texas.

NOW, THEREFORE, Declarant hereby declares that all the platted lots in Londonderry Section Three (3), shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the real property, shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and the Londonderry Homeowner's Community Association, Inc.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Londonderry Homeowner's Community Association, Inc., its successors and assigns. The Association has the power to collect and disburse those maintenance assessments as described in Article IV.

Section 2. "Owner" shall mean and refer to the recorded 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.

Section 3. "Properties" shall mean and refer to: (a) that certain real property first hereinabove described, (b) the real property included in the Replats of Londonderry Section One and Londonderry Section Two, and (c) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties, or a residential building site resulting from the consolidation or resubdivision of a Lot pursuant to Section 6 of Article II hereof, with the exception of property designated thereon as "Reserves" or "Common Area", if any.

Section 5. "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 would include the streets and boulevards which have been heretofore dedicated to Harris County in the replats or plats of

Londonderry Sections One (1), Two (2) and Three (3), and the recreation facilities maintained by the Association in Londonderry Section One (1), such as the tennis courts, swimming pool and community building, which recreational facilities shall also be for the use and benefit of Owners in Londonderry Section Three (3).

Section 6. "Declarant" shall mean and refer to Antero Development, L.L.C., its successors or assigns if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

USE RESTRICTION

Section 1. Single Family Residential Construction. No building shall be erected, altered or permitted to remain on any Lot other than one detached single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, along with a private garage for not less than two (2) cars nor more than three (3) cars and a bona fide servants' quarters which structures shall not exceed the main dwelling in height and which structure may be occupied only by a member of the family occupying the main residence on the building site or by domestic servants employed on the premises and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not preclude the main residential structure from being leased or rented in its entirety as a single residence to one family or person.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and the plan showing the location of the structure or improvements have been submitted to and approved in writing by the Architectural Control Committee, or its duly authorized representative, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation. The initial members of the Architectural Control Committee shall be Jay D. Maish, Ralph J. Nagel and Jeanne C. Maish. If there exists at any time one or more vacancies in the Architectural Control Committee, the remaining member or members of such Committee may designate successor member(s) to fill such vacancy or vacancies provided the Declarant may from time to time, without liability of any character for doing so, remove or replace any such members of the Architectural Control Committee as it may in its sole discretion determine. The Declarant, Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the Committee fails to indicate its approval or disapproval within thirty (30) days after receipt of all required documents, approval will not be required and the related covenants set out herein shall be deemed to be fully satisfied. Declarant hereby retains its rights to assign the duties, powers and responsibilities of the Architectural Control Committee to Londonderry Homeowner's Community Association, Inc. when one hundred percent (100%) of all Lots located in Londonderry Section three (3), and all subsequent sections of Londonderry are occupied by residents, and the term "Architectural Control Committee" herein shall include the Association, as such assignee. The approval or lack of disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by such Committee including, without limitation, any warranty or representation relating to fitness, design, or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Section 2 or elsewhere in this Declaration to the contrary notwithstanding, the Architectural Control Committee, and its duly authorized representative, is hereby authorized and empowered, at its sole and absolute discretion, to make and permit reasonable modifications of and deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in the sole and final judgment

and opinion of the Committee, or its duly authorized representative, such modifications or deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Subdivision and its improvement as a whole.

The Architectural Control Committee may require the submission to it of such documents and items (including examples, but with limitation, written request for and description of the variances requested, plans, specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for variance. If the Architectural Control Committee shall approve such request for a variance, the Architectural Control Committee may evidence such approval, and grant its permission for such variance only by written instrument, addressed to Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Control Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted, and alternate fence height approved or specifying the location, plans and specifications applicable to an approved out building), and signed by a majority of the then members of the Architectural Control Committee (or by the Committee's duly authorized representative). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Control Committee; or (b) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning and/or the term of the Architectural Control Committee shall have expired and the Board of Directors of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the covenants of this Declaration shall be permitted it being the intention of Declarant that no variances be available except at the discretion of the Architectural Control Committee, or the Association in the event authority has succeeded as provided for herein. The Architectural Control Committee shall have no authority to approve any variance except as expressly provided in this Declaration.

Section 3. Minimum Square Footage Within Improvements. The living area on the ground floor of the main residential structure (exclusive of porches, garages and servant's quarters) shall not be less than 1600 square feet for any one-story dwelling. The living area for a multi-story dwelling shall not be less than 900 square feet on the ground floor. The total living area for a multi-story dwelling shall not be less than 1700 square feet. The Architectural Control Committee at its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed in instances when in its sole judgment such deviation would result in a more beneficial use. Such approvals must be granted in writing and when given will become part of the restrictions to the extent of the particular Lot involved.

Section 4. Construction Materials. The exterior material of the main residential structure and any attached garage or servant's quarters shall not be less than fifty-one (51%) percent masonry on the ground floor, unless otherwise approved by the Architectural Control Committee. No metal, vinyl, fiberboard or plastic siding shall be permitted on any residential structure unless approved by the Architectural Control Committee. The roof shall be constructed or covered with asphalt type shingles (weathered wood), or materials meeting the standards adopted by the Architectural Control Committee.

Section 5. Location of the Improvements Upon the Lot. No building or other improvement shall be located on any Lot nearer to the front line or nearer to the street sideline than the minimum building setback line shown on the recorded plat. No building shall be located on any lot nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty (60) feet or more from the front lot line may be located within three (3) feet of an interior lot line: provided, however, that a dwelling may be located as near as three (3) feet to any interior lot line so long as the distance between any adjacent dwelling and the dwelling situated as close as

three (3) feet to an interior lot line is not less than ten (10) feet; provided, however, in no event shall the sum of the side yard widths on any lot be less than fifteen percent (15%) of the width of the lot (except in the case of a garage or other permitted accessory building set back sixty (60) feet as prescribed above). This distance shall be measured (to the nearest foot) along the front set-back shown on the recorded plat. For the purposes of this covenant or restriction, eaves, steps and unroofed terraces shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the construction on a Lot to encroach upon another Lot. The Architectural Control Committee at its sole discretion, is hereby permitted to approve deviations in the location of an improvement herein prescribed in instances when in its sole judgment such deviation would result in a more beneficial use. Such approvals must be granted in writing and when given will become part of the restrictions to the extent of the particular Lot involved.

Section 6. Composite Building Site. Any owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the Architectural Control Committee.

Section 7. Resubdivision of Lots. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each building site resulting from such resubdivision shall have a minimum width of not less than fifty (50) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot or building site having the minimum Lot width aforesaid. Any such resubdivision must be approved by the Architectural Control Committee. Lots or building site resulting from composition or resubdivision of platted Lots may be described by metes and bounds and platted Lot lines shall not be encroachments to any such composite or resubdivided Lot or Building site.

Section 8. Utility Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind 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, their agents, employees or servants to shrubbery, trees, flowers or improvements of the owner located on the land within or affected by said easement.

Section 9. Drainage Easement. Declarant hereby expressly establishes in Londonderry Section Three (3), the following continuous drainage easements, which shall constitute covenants running with the land. These easements are established to promote the drainage of surface water and to aid in the prevention of standing water on Lots in Londonderry Section Three (3). The drainage easements created pursuant to the purpose stated in this paragraph are as follows:

- a. There shall be a swale or free waterway on the side property line between each Lot to allow for the free flow of water between Lots. No raised flower beds, landscape timbers or objects which obstruct the flow of water shall be permitted on any Lot within three and one-half (3.5) feet of either side of the side property line of any Lot, except for fences, as provided for herein. Weeds and grasses growing near the side lot swale on every lot shall be cut regularly and shall be kept in a clean, neat and attractive manner. Plants and shrubbery, if any, shall not be permitted near the side lot swale if such plant or shrub produces dense vegetation within six (6) inches of the earth or otherwise obstructs the free flow of water.
- b. The top of the concrete foundation slab on each lot shall be set at least eight (8) inches above the finished grade elevation of the earth at the slab. The finished grade

elevation of the earth next to the front and rear of the slab shall slope downward at least two percent (2%) for ten (10) feet away from the slab. The finished grade elevation of the earth next to each side of the slab shall slope downward at least four percent (4%) for five feet.

- c. Declarant hereby establishes a continuous drainage easement at the rear of each lot identical to and consistent with the utility easement previously established and shown of record on the Map or Plat of Londonderry Section Three (3) which is filed of record in Volume ____, Page ____, of the Map Records of Harris County, Texas. Plants and shrubbery, if any, shall not be permitted in such drainage easement if such plant or shrub produces dense vegetation within six (6) inches of the earth or otherwise obstructs the free flow of water.
- d. The bottom edge of any fence located within the boundaries of a utility easement at the rear of a lot, shall be raised off the earth at least four (4) to six (6) inches to permit the free flow of water under the fence within such utility or drainage easement area. Where the bottom edge of the fence is set off the ground as required in this paragraph, an owner may attach a screen between the earth and the bottom of the fence so long as such screen will not hamper drainage or prevent the free passage of water under the fence.
- e. No wall, fence, hedge, or other obstacle shall be constructed so as to prevent natural drainage across adjoining lots.

Section 10. Prohibition of Trade and Offensive Activities. No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or become an annoyance or a nuisance to the neighborhood. No part of the Lot shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the foregoing prohibition against commercial activities, each Owner may maintain a home office in the residence for conducting professional or managerial activities, provided that such activities do not include bringing clients, patients, customers, or business invitees to the Lot on a regular basis.

Section 11. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any times as a residence. Placement of portable buildings used for accessory or storage purposes shall not conflict with the drainage provisions set forth in Section 9 of this Article. Prior to construction, all temporary structures will be submitted to the Architectural Control Committee for approval. Temporary structures may be used as building or sales offices and for related purposes by a builder or the developer during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and shall be subject to approval of the Architectural Control Committee.

Section 12. Storage of Automobiles, Boats, Trailers and other Vehicles. No boat trailer, boats, travel trailers, inoperative automobiles, campers, or other vehicles of any kind shall be semi-permanently or permanently stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence.

Section 13. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mineral operations of any kind shall be permitted upon or in any Lot, nor shall wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 14. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept.

Section 15. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained on any Lot without the prior written approval of the Architectural Control Committee. No wall, fence or hedge shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner lots nearer to the side lot line than the building set-back line parallel to the street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link fence type construction will be permitted on any Lot. The Architectural Control Committee or its assignee or successor, at its sole discretion, is hereby permitted to grant deviations in height, location and construction materials related to fences and walls which in its judgment will result in a more beneficial use. Any wall, fence or hedge erected on a Lot by Declarant or its assigns, shall pass ownership with title to the Lot and it shall be Owner's responsibility to maintain said wall, fence or hedge thereafter. Any wall, fence or hedge must comply with the provisions of Section 9 of the Article.

Section 16. Lot Maintenance. The Owner or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of default by Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns, may without being under any duty to so do, in trespass or otherwise, enter upon said Lot, 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 and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or 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 Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the described Lot in favor of the Declarant or its assignee but inferior to a purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 17. Maintenance of Improvements. All improvements on each of the Lots shall be kept at all times in a sanitary, healthful, attractive and structurally sound condition, and the Owner or occupants of all Lots shall maintain, repair and replace walls, windows, roofs, doors, foundations, walkways, driveways, and all other improvements upon each of the Lots as and when such maintenance, repair or replacement is required to maintain the improvements in a sanitary, healthful, attractive, and structurally sound condition. In the event of default by Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, Declarant or its assigns, may without being under any duty to so do, in trespass or otherwise, enter upon said Lot, repair, replace, and otherwise maintain the walls, windows, roofs, doors, foundations, walkways, driveways, and other improvements or do any other thing necessary to secure compliance with these restrictions, so as to place the improvements on said Lot in a neat, attractive, healthful, sanitary and structurally sound condition, and may charge the Owner or 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 Lot to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the described Lot in favor of the Declarant or its assignee but inferior to a purchase money lien or

mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 18. Visual Screening on Lots. The drying of clothes in public view is prohibited. Similarly, all yard equipment, woodpiles or storage piles shall be kept screened by a service yard or other similar facility so as to conceal them from view of neighboring Lots, streets or other property.

Section 19. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except one sign for each building site, of not more than five (5) square feet, advertising the property for sale or rent. Declarant, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Declarant or its assigns, may maintain, as long as it owns property in Londonderry Section Three (3), in or upon such portion of the properties as Declarant may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation offices, storage areas, model units and signs, and Declarant may use, and permit such builders (who at the relevant time building and/or selling house in Londonderry Section Three (3)), to use residential structures, garages or accessory buildings for sales offices and display purposes but all rights of Declarant and of any builder acting with Declarant's permission under this sentence shall be operative and in effect only during the construction and sales period within the area composed of Londonderry Section Three (3).

Section 20. Antennae. Subject to the provisions of applicable law, no antennae or devices for sending or receiving radio, television, telecommunication, or microwave signals shall be erected or maintained except in accordance with the guidelines adopted and published by the Architectural Control Committee, which guidelines may be amended from time to time to allow for changes in technology and regulatory requirements. No antennae shall be installed on a residence which would be visible from the public street in front of the Lot and no free standing antennae shall be installed on any residence or Lot without the written approval of the Architectural Control Committee.

Section 21. Window Coolers. No window or wall type air conditioners or water coolers shall be permitted to be used, placed or maintained on or in any residence.

Section 22. Electrical Service. Each Owner shall be responsible for installing and maintaining underground electrical service on each Lot. An electrical distribution system will be installed in Londonderry Section Three (3) in easements provided for that purpose. The Owner of each Lot shall, at the Owner's own costs, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service and cable and appurtenances from the point of the electric company's metering at the structure or structures to the point of attachment to be made available by the electric company at the 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. Such easements for the electric service shall be kept clear of all buildings and neither Declarant nor utility company using the easement 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 the Owner located on the land covered by said easements.

Section 23. Gas Service. Each Lot will be served by a natural gas distribution line. Each residence constructed on each Lot shall utilize, as a minimum, both gas water heating and gas central comfort heating appliances. Each Owner who does not install, maintain, and operate in his house the minimum gas appliances set forth herein, agrees to pay to the gas company a "nonutilization charge" of \$300.00, which shall be due thirty (30) days after completion of the residence and bear interest at the rate of 10% per annum from the due date.

ARTICLE III

LONDONDERRY HOMEOWNER'S COMMUNITY ASSOCIATION, INC.

MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

Section 2. The Association has one remaining class of voting membership. Both the Owners and the Declarant or its successors and assigns 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 determine, but in no event shall more than one vote be cast with respect to any Lot. Holders of future interests shall not be considered as Owners for the purpose of voting hereunder.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant, in the case of each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such assessments shall 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 Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the described Lot in favor of the Declarant or its assignee but inferior to a purchase money lien or mortgage. Said vendor's lien in the favor of Declarant is for the purpose of securing payment of said charge assigned to the Londonderry Homeowner's Community Association, Inc. without recourse on Declarant in any manner for payment of said charge or indebtedness. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance by Declarant or not.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be \$260.00 per lot.

- a. From and after January 1, of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year

by an amount equal to not more than ten percent (10%) above the maximum annual assessment which could have been made without a vote of the membership in the case of the previous year, provided, however, that the maximum annual assessment in Londonderry Section Three (3), shall never be more than the maximum annual assessment in Londonderry Section One (1) or Londonderry Section Two (2).

- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased to an amount in excess of ten percent (10%) of the maximum assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for such purpose, provided, however, that the maximum annual assessment in Londonderry Section Three (3), shall never be more than the maximum annual assessment in Londonderry Section One (1) or Londonderry Section Two (2).
- c. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessment 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 a 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 the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Sections 3 and 4 of this Article shall be mailed (by U.S. first class mail) to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice requirement, but the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots in Londonderry Section three shall commence to bear their applicable maintenance fund assessment simultaneously and Lots in Londonderry Section Three (3) owned by the Declarant are not exempt from assessment. Lots which are occupied by residents shall be subject to the annual assessment determined by the Board of Directors in accordance with the provisions of Sections 3 and 7 hereof. Improved Lots in Londonderry Section Three (3) which are not occupied by a resident and which are owned by Declarant, a builder, or a building company, shall be assessed at the rate of one-half (1/2) of the annual assessment above. The rate of assessment for an individual Lot, within the calendar year, can change as the character of ownership and the status of occupancy by a resident changes, and the applicable assessment for such Lot shall be prorated according to the rate during each type of ownership.

Section 7. Date of commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots in Londonderry Section Three (3), on the first to occur of, (i) the first day of the month following conveyance of the first Lot to a resident or, (ii) the first day of April 2000. The annual assessment shall be adjusted according to the number of months remaining in the then current 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. Written notice of the annual assessment shall be mailed (by

U.S. first class mail) to every Owner subject thereto. The payment dates 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 and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 8. 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 until paid at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment Lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment 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 from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Owner's Easement of Enjoyment. Every owner shall have a right and 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:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- b. The right of the Association to suspend the voting rights and right to use of the recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- c. The right of the Association 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 two-thirds (2/3) of the members

agreeing to such dedication or transfer has been recorded in the Public Records of Real Property in Harris County, Texas.

- d. The right of the Association to collect and disburse those funds as set forth in Article IV.

Section 4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Londonderry Homeowner's Community Association, Inc. 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.

Section 5. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by those Owners owning not less than eighty-five percent (85%) of the Lots within Londonderry Section Three, and thereafter by an instrument signed by those Owners owning not less than seventy-five percent (75%) of the Lots within Londonderry Section Three (3). No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the official Public Records of Real Property of Harris County, Texas.

Section 6. Additional Lands. Declarant is the present owner of approximately 140 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 plat of Londonderry Section Three (3). 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 or map of such Additional Land or 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 Plat of Londonderry Section Three. 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.

Section 7. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association, and Restrictive Covenants shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 8. Interpretation. If this Declaration 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 Declaration shall govern.

Section 9. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 10. Joinder by Community Association. Londonderry Homeowner's Association, Inc. joins herein for the purpose of evidencing its approval and acceptance hereof.

EXECUTED this _____ day of _____, _____.

DECLARANT:

Antero Development, L.L.C.

By: _____

Name: Jay D. Maish

Title: President

ATTEST:

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State, on this day personally appeared Jay D. Maish, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the ____ day of _____, _____.

Notary Public, State of Texas

COMMUNITY ASSOCIATION:

Londonderry Homeowner's Community Association, Inc.

By: _____

Name: _____

Title: _____

ATTEST:

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the ____ day of _____, _____.

Notary Public, State of Texas