

**RESTRICTIONS AND COVENANTS FOR
SHILOH CROSSING SUBDIVISION
PHASES 1, 2 & 3**

STATE OF TEXAS §

COUNTY OF WEBB §

WHEREAS, KILLAM DEVELOPMENT, LTD., ("Declarant") a Texas Limited Partnership, of P. O. Box 499, Laredo, Webb County, Texas, is the owner of a certain tract of land situated in Webb County, Texas, which has or will be divided and platted as SHILOH CROSSING, PHASE 1, 2 & 3, maps and plats of such subdivision having been recorded in Volume 29 , Pages 7-9 of the Plat Records of Webb County, Texas, and/ or will be recorded in the plat records of Webb County, Texas.

WHEREAS, it is deemed to be in the best interest of said owner and all the persons, corporations or other entities who might later purchase property described and covered by the hereinabove mentioned plats or maps that there may be established and maintained a uniform plan for the improvements and development of the lots covered thereby as a restricted and modern subdivisions;

WHEREAS, it is deemed to be in the best interest of the development of Shiloh Crossing Phases 1, 2 and 3 and owners and future owners of any lots therein that an "Association" be incorporated as a non-profit corporation, consisting of all owners and future owners of Lots in the Shiloh Crossing, Phases 1, 2 and 3 for the purpose of maintaining any common area within the subdivisions aforesaid, if any, and/or any public improvements to the subdivisions aforesaid, if such is deemed in the best interest of the Owners and the Subdivisions. Each Owner shall become a member of the Association contemporaneously with acquiring a lot in Shiloh Crossing, Phases 1, 2 and/or 3 without further documentation of any kind. Each owner shall be bound by the provisions of the By-laws maintained by the Association a copy of which is on file for review by each Owner and the provisions contained in these Restrictions and covenants in paragraph 28 hereinbelow.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that KILLAM DEVELOPMENT, LTD. does hereby make and publish the limitations and restrictions which shall be deemed and taken as covenants running with the land hereinafter mentioned which are to apply to and become a part of all contracts of sale, deeds and other legal instruments, whereby title or possession is divested out of the present owner and vested in other person or persons, corporations or other legal entity, to the following lots and blocks listed on Attachment "A" attached hereto contained in SHILOH CROSSING, PHASE 1, 2 & 3, subdivisions of the City of Laredo, Webb County, Texas, as described in the hereinabove mentioned existing or future maps or plats, and is here referred to for description and other purposes, and made a part hereof, to all of which said KILLAM DEVELOPMENT, LTD. does hereby bind itself as the fee owner and its successors and assigns of said lots and blocks in said SHILOH CROSSING, PHASES 1, 2 & 3. The limitations and restrictions contained herein shall be binding on the Purchaser or Purchasers of any of said lots, land or tracts, their heirs, assigns, successors and administrators, lessees and holders of real property in SHILOH CROSSING, PHASES 1, 2 & 3, from KILLAM DEVELOPMENT, LTD., or having a valid current contract for deed with KILLAM DEVELOPMENT, LTD., its successors and assigns, and the said KILLAM DEVELOPMENT, LTD., and/or the Association do hereby expressly retain and reserve unto themselves self in every part, parcel, lot and block described above, the proprietary right (a) to the enforcement and observance of all limitations and restrictions hereinafter set forth; (b) to amend these restrictions and grant variances to these restrictions; and/or (c) to recover damages and/or pursue remedies for such violations.

The hereinafter mentioned covenants and restrictions shall run with the land and shall be binding upon all parties, acquiring primary and subsequent ownership or a right of possession under a contract or deed of any lot or tract of land in said subdivisions until the expiration of twenty-five (25) years from date hereof, at which time said covenants and restrictions and conditions shall be automatically extended for successive periods of ten (10) years each, until it is agreed to change, amend or modify said covenants or

any of them in whole or in part or by a vote of the majority of the then owners of lots in said subdivisions, the ownership of each lot being entitled to one vote.

If any owner of any lot within the subdivision, or any of its successors or assigns, persons, corporations, or other legal entities acquiring land either as primary or subsequent Purchasers or under any Contract or Deed shall violate or attempt to violate any of the covenants and restrictions hereinafter set forth, it shall be lawful for the Association and/or any person or other entity owning any real property situated in the above referred to subdivisions to prosecute any proceedings at law, against the person or persons, corporations or any legal entity violating or attempting to violate any such covenants or restrictions and either to prevent him, it, or them from so doing or to recover damages or other dues for such violations, and/or pursue other remedies for such violations.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. No lot of said subdivisions shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any residential lot in said subdivision other than one detached single-family residence, not to exceed two stories in height. No garage, storage and laundry rooms shall be erected on any lot until, after, or coincidental with the building of a single-family dwelling thereon, in keeping with those restrictions. No manufactured home shall be moved or placed on any lot in said subdivisions.

2. No building, or any part thereof, shall be situated between the front line and the building line shown on the heretofore referred to maps and plats, and in no event shall any building be located on any residential building plot nearer than twenty (20) feet to the front line nor nearer than five (5) feet to any side lot line. The sum of the side yards on any plot, measured along the front building line, shall be not less than ten (10) feet. The front of a residence on attached appurtenance erected on any lot shall not be farther than thirty (30) feet from the front lot line. In no event shall any building be erected less than twenty (20) feet from the rear property line on all lots.

3. No noxious trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. The floor area of the main structure, exclusive of open porches and enclosed garage, shall be not less than one thousand four hundred (1,400) square feet on all lots. Each dwelling structure in each subdivision shall have an enclosed garage able to accommodate at least (2) two automobiles constructed and maintained for each residence, surfaced with concrete or other similar substance, for parking a minimum of two (2) standard size automobiles.

5. All dwellings must have seventy-five (75%) percent minimum masonry exterior (brick or stucco). All dwellings shall have concrete foundations.

6. Once commenced, construction of any such dwelling including driveway must be carried out with diligence and without cessation, and must be completed within six (6) months of commencement. Commencement of construction of a dwelling on any lot restricted hereby shall be commenced within two (2) years from date of conveyance by KILLAM DEVELOPMENT, LTD., to any third party. In the event such third party, its successors or assigns, shall fail to commence construction on any lot within two (2) years from date hereof, KILLAM DEVELOPMENT, LTD., shall have the option, but not the obligation to repurchase such lot the actual lot price the lot was sold to the original Purchaser Less 10% of such actual lot price.

7. Save and except and with Declarant's approval, an owner's sales or construction office for the sale of lots or homes out of these subdivisions only, no trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected on the above described lots.

8. No residence may be occupied until construction of the dwelling is completed.

9. No fence, wall or hedge shall be erected forward of the front wall line of a dwelling on any lot. No hedge of a height greater than three (3) feet shall be permitted along the property lines of any lot or nearer to the front property line than the front of the residence. No cyclone fencing permitted on front fence. Front fence must be masonry, concrete, wrought iron, or wooden material.

10. No garage apartment for rental purposes shall be permitted. All living quarters on the property other than in the main building are to be for bona fide use of servants only.

11. No building shall be built to front or have the main entrance in any other direction than toward the front or side of the lot on which it is erected.

12. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than three (3) square feet advertising the property for sale or rent by the lot owner to advertise the property during the construction and sales period.

13. No animals, livestock, poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided, they are not kept, bred or maintained for any commercial purpose. The pet must be confined within a fenced area; and when walked must be leashed at all times. Under no circumstances will loose pets be permitted. All pets kept on the premises must be vaccinated to conform with state and municipal laws.

14. No water well, septic tank, cesspool, or other individual water supply or individual sewer system shall be permitted.

15. No spirituous, vinous, malt liquors, or medicated bitters, capable of producing intoxication shall be sold or offered for sale in this subdivision, nor shall said premises or any part hereof be used for any illegal or immoral purposes, nor for any purpose in violation of the laws of any political subdivision within which the subdivision is or may hereafter be, including, but not limited to the City of Laredo, County of Webb, the State of Texas, or of the United States.

16. Lot owner(s) shall be responsible for the regular upkeep and neat appearance of said lot. The owner will be responsible for keeping the lot clean of any brush, woods, trash, rubbish, garbage or any other waste. If the lot owner fails to uphold this restriction, a reasonable fine and/or fee per incident will be assessed and charged to the lot owner's Earnest Money or to the owner directly. The fine and/or fee to be assessed is subject to prior written notice.

17. Clothes lines or drying ears shall be so located as not to be visible from the street serving the premises than the front line of the dwelling.

18. No trailer or motor vehicles of any nature shall be stored on any part of the property except upon a driveway or within an enclosed garage or carport. A pleasure boat in its trailer may be parked or stored on that portion of the lot away from the street lying beyond the front building line. No abandoned, inoperative, and/or "junk" automobile shall be parked on any part of the property at any time, or on any street within the subdivision.

19. No motor vehicle repairing will be permitted.

20. No individual water supply system shall be permitted except solely for irrigation purposes, swimming pools, or for other non-domestic use.

21. No substantial changes in the elevation of the land shall be made on the premises without Declarant's consent. Easements for Drainage throughout the subdivision are identified and reserved as shown on each respective subdivision plat, as shown on Exhibit B, B-1 & B-2.

- A) No owner of any Lot in the subdivisions may perform or cause to be performed and act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:
- 1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or
 - 2) Alter, change or modify the existing configuration of the drainage easements, or excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or
 - 3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
 - 4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
 - 5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easement, either on a temporary or permanent basis.

A copy of the grading plan for the properties, is attached hereto as Exhibit "B". The original grading plan is maintained by Declarant at its offices. The Subdivision Plats may reflect that certain portions of the Subdivisions are anticipated to accept surface water runoff from other properties. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan, that the drainage of such Lot is maintained in accordance with the grading plan, and that his Lot is maintained to accept surface water runoff in accordance with the Subdivision Plats.

The failure of any Owner to comply with the provisions of this paragraph shall in no event be deemed or construed to impose liability of any nature on the Association, Architectural Control Committee and/or Declarant, and such Association, Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Declaration shall in no way affect any other recorded easement in the Subdivisions.

22. All lots shall be restricted to the use of underground utilities so long as same may be provided underground.

23. Structures shall be permitted on lots that adjoin each other side by side without the utility easement separating them, being owned by the same person or entity.

24. Lot owner(s) will be responsible for planting of trees as per city ordinance and the following criteria:

The Architectural Control Committee (ACC) shall establish the minimum landscaping requirements in the Architectural Design Guidelines and may establish requirements which vary based on the minimum size requirements of the residence. Unless and until such time as the Committee shall establish and publish (in the Architectural Design Guidelines) any different requirements, the minimum, landscaping requirements for each Lot will include the following materials which are hardy in South Texas, and have low or moderate water and maintenance requirements:

(a) Street trees to remain planted in the front and street side yards (Live Oak, Texas Red Oak, Cedar Elm, or Pecan) of a number and size according to the table below:

- Minimum Required Street Trees – Each lot must have two (2) of the above referenced trees, 12' minimum in height with 4" calipers each. All corner lots must add one (1) additional tree as per the above specifications (24a).

(b) Two ornamental tree shall remain or be planted in the front and street side yards (Texas Mountain Laurel, Crepe Myrtle, Yaupon Holly, or Eldarica Pine) of at least 15-gallon size and 5' height.

For items (a) and (b) above, the ACC may allow alternate tree species, provided that such species are part of a landscape scheme, which requires their use for effect (such as a tropical landscape) and said trees are of appropriate scale and proportion.

(c) Complete sodding in the front yard, and for corner lots, along the side yard adjacent to a street is required with St. Augustine grass, or such other grass sod as approved by the ACC. The Front yard must have installed an automatic irrigation system.

(d) Not less than 5 foundation shrubs of five-gallon size and 30" height.

(e) A underground irrigation system which shall be equipped with an automatic timer and pop-up sprinkler heads must be installed in all front yards and side yards of corner lots.

(f) Trees are to be planted immediately after residence is occupied.

(g) Foundation plants will be included in ground cover beds configured in shape and size that compliment the shape of the residences, flatwork, and trees. The foregoing requirements for trees, sodding, and landscaping shall be in effect in the event that for any reason whatsoever any varying requirements of the Architectural Design Guidelines shall be determined invalid.

In addition to the variance powers of the Architectural Control Committee hereinafter set forth, the Committee shall have the right to grant a variance or waiver of the requirements of this section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the ACC, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver must be obtained by an Onwer in writing from the ACC before performing such landscaping.

25. All air conditioning units or other outdoor equipment shall be located where not in view of any street or fully screened by landscaping or fencing so as not to be in view of any street.

26. It will be the responsibility of the lot owner or builder to have the mailbox constructed at the location designated and in accordance with the U. S. Post Office Standard Requirements. Cluster mailboxes throughout the subdivision shall be allowed in lieu of individual mailboxes to each lot.

27. No residence building, fence, wall or other structure shall be commenced, erected or maintained upon a lot in the subdivisions, nor shall any extension, addition to, or change or alteration therein, be made, until plans and specifications showing the nature, kind, shape, benefit, materials and

location of the same shall have been submitted to and approved in writing by the ACC as to handle any external design and location in relation to surrounding structures and topography.

28. (a) The Owners shall constitute the Association. Each Owner of a Lot, including Declarant, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

(b) Association membership can be transferred to the grantee upon conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

(c) The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and by laws, subject to this Declaration.

(d) Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of 5 directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

- (e) Through the Board, the Association shall have the following powers and duties:
- (i) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
 - (ii) To enforce this Declaration, the bylaws, its rules and regulations.
 - (iii) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
 - (iv) To delegate its powers to committees, officers, or employees.
 - (v) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
 - (vi) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, as provided in the by-laws.
 - (vii) To establish and collect special assessments for capital improvements or other purposes.
 - (viii) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
 - (ix) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
 - (x) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
 - (xi) To give reasonable notice to all Owners of all annual meeting of the membership and all discipline hearings
 - (xii) To hold regular meetings of the Board at least semi-annually.

29 (a). The initial Architectural Control Committee ("ACC") shall be composed of David W. Killam, Daniel Zuniga and Rolando G. Ortiz. If any member of such committee shall resign or be unable to serve, the remaining committee members shall select person or persons to fill such vacancies.

(b) In the event that any plans and specifications are submitted to the ACC as provided herein, and such ACC shall fail to either respond to such plans and specifications for a period of thirty (30) days following submission, approval by the ACC shall not be required and full compliance with this provision shall be deemed to have been met.

(c) The ACC shall have full power and authority to reject any plans and specifications

that do not comply with the restrictions herein imposed or meet its minimum construction or architectural design requirements or that might not be compatible, in the sole discretion of the ACC, with the design or other character of the properties. A majority vote of the members of the ACC is needed to approve any action to be taken by such committee.

30. Adequate refuse containers shall be maintained during construction to keep the sites clean and sanitary. In addition, adjoining curbs and streets shall be free from dirt and debris during construction and at all other times.

31. The terms, restrictions and covenants hereinabove contained shall extend to the successors and assigns of every kind of KILLAM DEVELOPMENT, LTD. and all who are or may become owners of any lots in SHILOH CROSSING PHASES 1, 2 & 3.

32. Any person or other entity, who enforces these Restrictive Covenants in a court action, shall be entitled to recover cost of suit, and reasonable attorney's fees from the property charged, in addition to other remedies provided for herein, at law, or in equity.

EXECUTED this the 18th day of MARCH, 2009.

KILLAM DEVELOPMENT, LTD.
By its, General Partner, Killam Management LC

BY: *David Killam*
David W. Killam, Managing member

THE STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on this 18th day of MARCH, 2009, by David W. Killam Managing member of Killam Management, LC, General Partner of KILLAM DEVELOPMENT, LTD.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
My commission expires: _____

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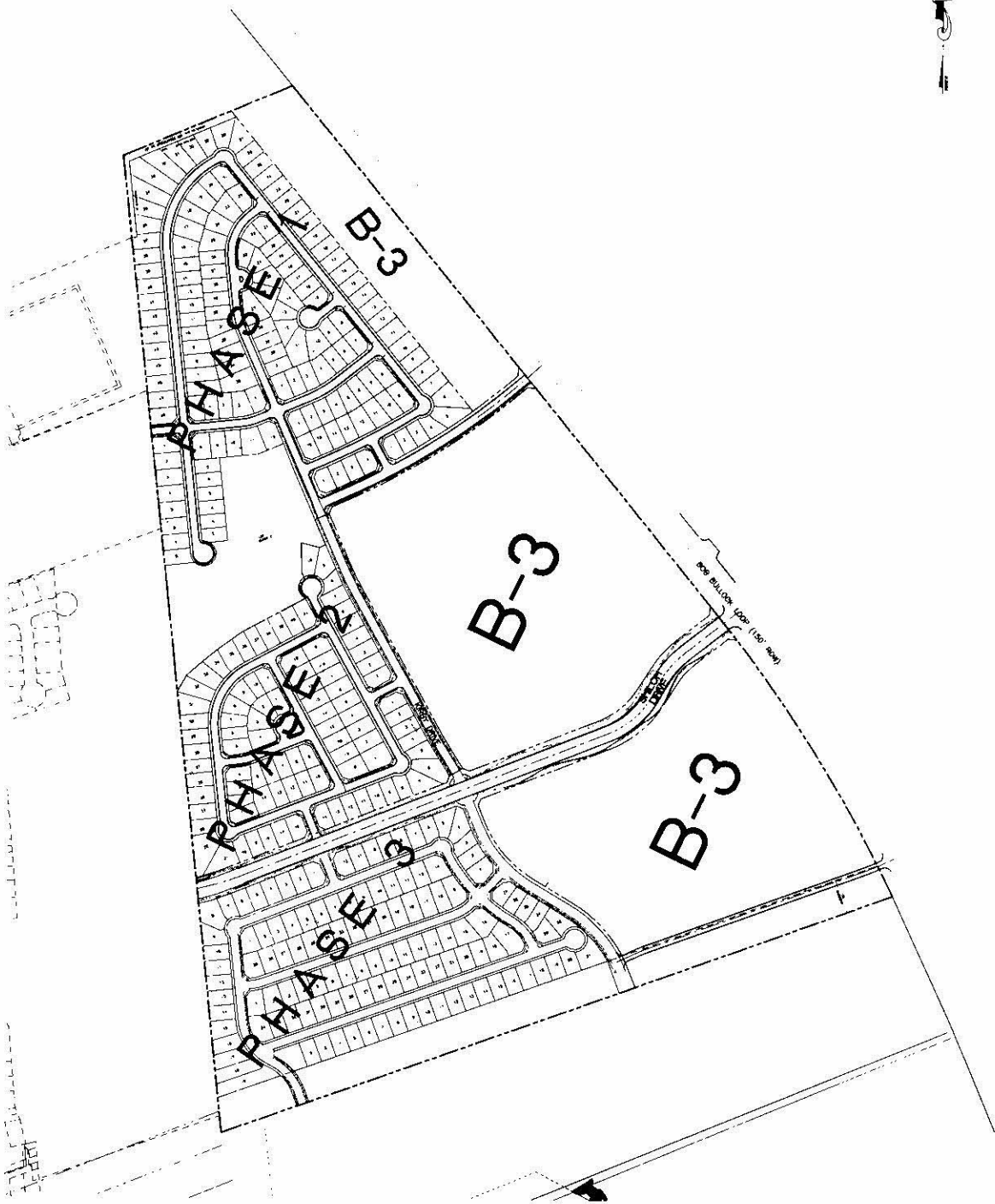
Attachment "A"

Lots 1 – 48 of Block 1; Lots 1-12 of Block 2; Lots 1-4 of Block 3; Lots 1-16 of Block 4; Lots 1 – 31 of Block 5; Lots 1 – 35 of Block 6; Lots 1 – 8 of Block 7, as per the recorded plat of Shiloh Crossing Subdivision, Phase 1, recorded in Volume _____, Pages _____, Webb County Public Records.

Lots 1-14 of Block 1; Lots 1-10 of Block 2; Lots 1-18 of Block 3; Lots 1-11 of Block 4; Lots 1-14 of Block 5; Lots 1-26 of Block 6, as per the recorded plat of Shiloh Crossing Subdivision, Phase 2, recorded in Volume _____, Pages _____, Webb County Public Records.

Lots 1-12 of Block 1; Lots 1-27 of Block 2; Lots 1-19 of Block 3; Lots 1-29 of Block 4; Lots 1-34 of Block 5, as per the recorded plat of Shiloh Crossing Subdivision, Phase 3, recorded in Volume 29, Pages 7-9, Webb County Public Records.

EXHIBIT A



DATE 06-07-06
SCALE: AS SHOWN
FILE: MSPLN06-06-06.DWG
PROJECT: 9918.00



SHERFEY
ENGINEERING
COMPANY, L.L.C.

104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511

SHILOH CROSSING SUBDIVISION
MASTER PLAN

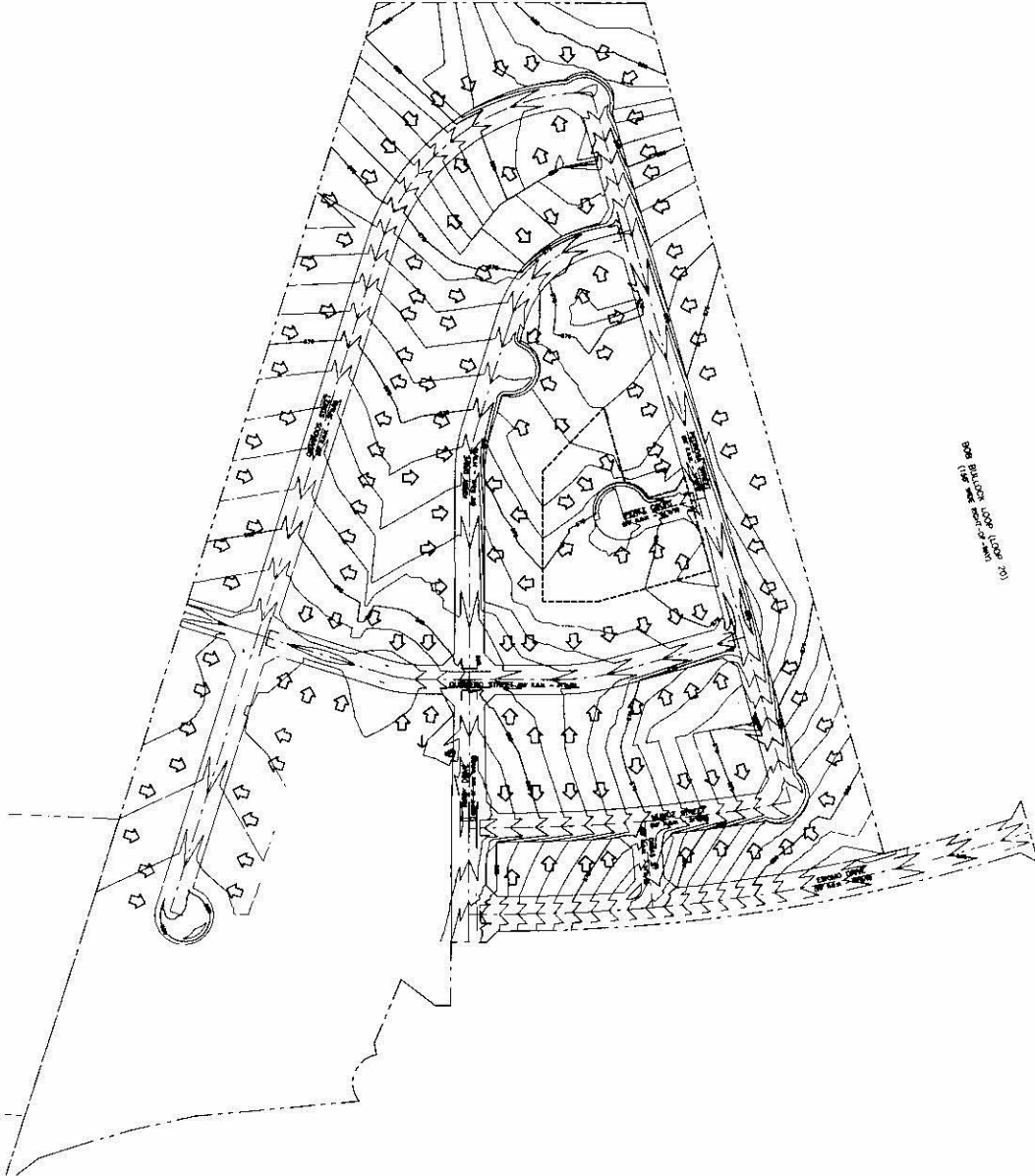
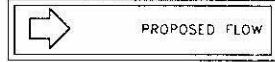
EXHIBIT B



GRAPHIC SCALE



LEGEND



SEE SHEET 2728-02 FOR
CONTIGUOUS LOTS

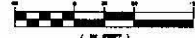
DATE: 02-23-09
SCALE: AS SHOWN
FILE: LOT GRADING LAYOUT.DWG
PROJECT: 8091 01

SHILOH CROSSING SUBDIVISION PHASE 1 LOT GRADING PLAN

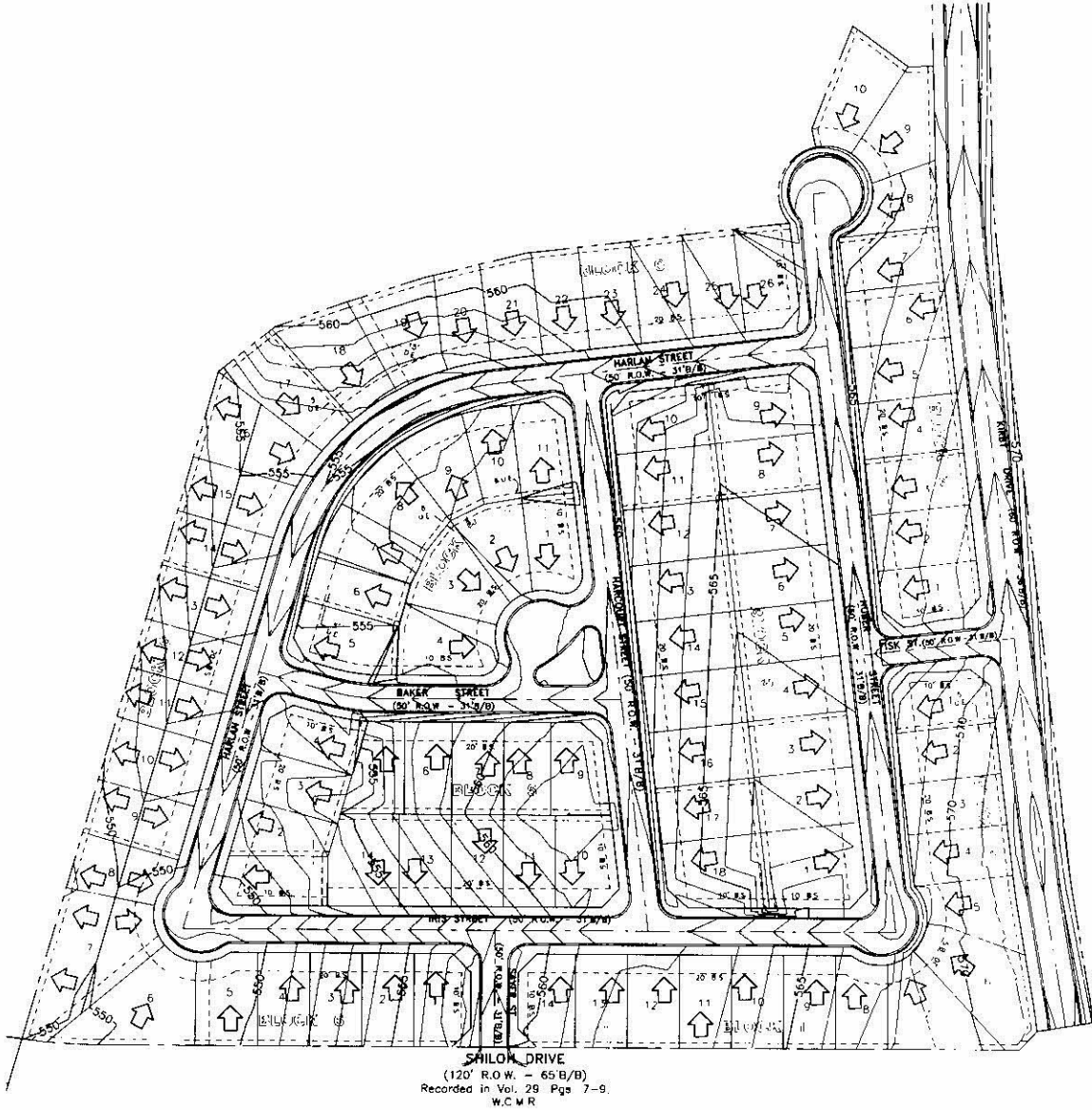
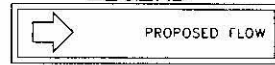
EXHIBIT B-1



GRAPHIC SCALE



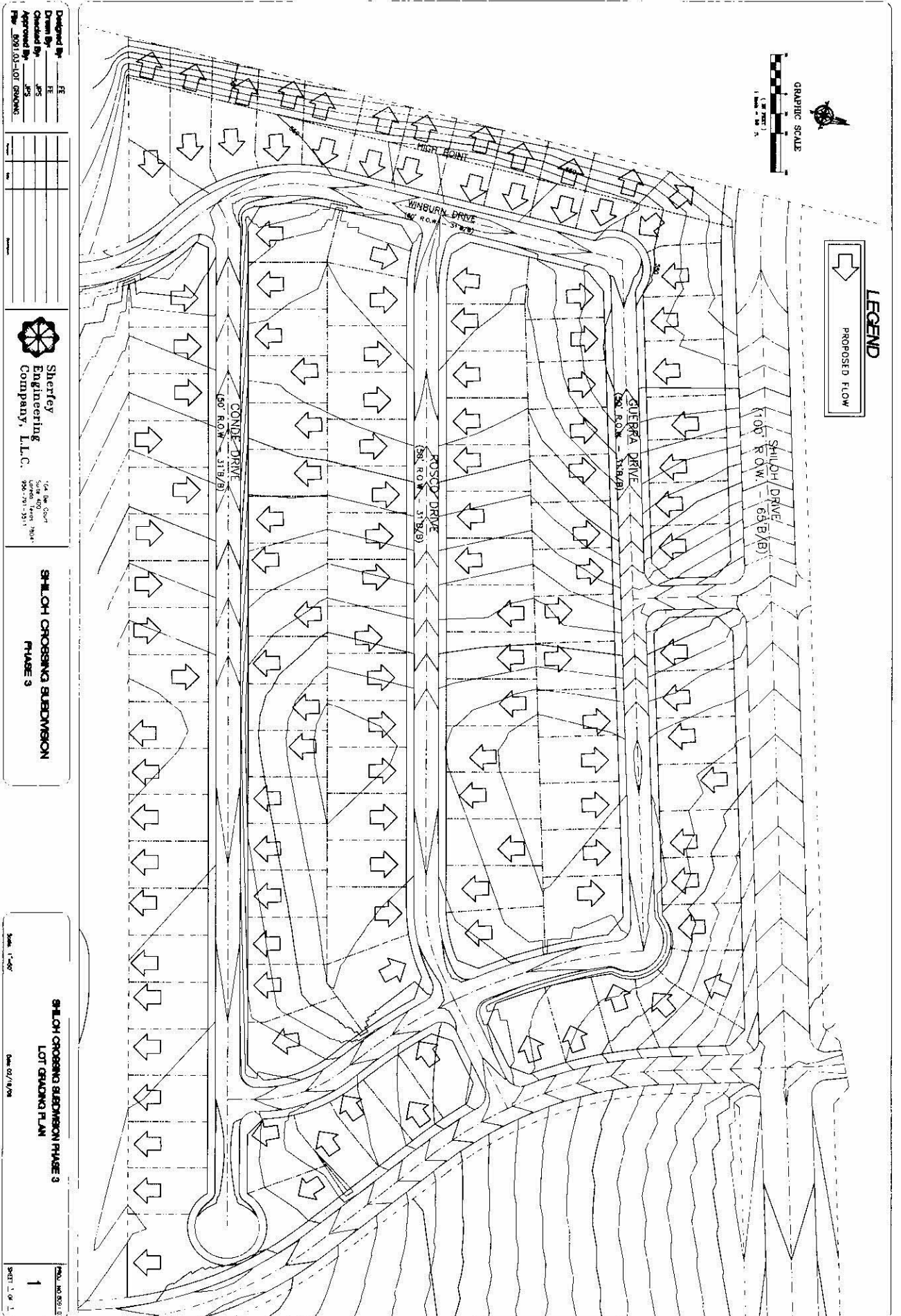
LEGEND



SHILOH DRIVE
 (120' R.O.W. - 65'B/B)
 Recorded in Vol. 29 Pgs 7-9.
 W.C.M.R.

DATE: 02-23-09
SCALE: AS SHOWN
FILE: LOT GRADING PHASE DWG
PROJECT: 8091.02

SHILOH CROSSING SUBDIVISION
 PHASE 2
 LOT GRADING PLAN



Designed by: FE
 Drawn by: FE
 Checked by: JFS
 Approved by: JFS
 File: 091103-LOT GRADING



Sherley Engineering Company, L.L.C.
 154 Lee Court
 Suite 400
 996-271-2911

SHILOH CROSSING SUBDIVISION PHASE 3

SHILOH CROSSING SUBDIVISION PHASE 3 LOT GRADING PLAN
 Date: 02/14/08

Sheet No. 091103
1
 of 1

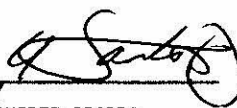
STATE OF TEXAS
COUNTY OF WEBB
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS
FILED ON THE DATE AND AT THE TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE
VOLUME AND PAGE OF THE OFFICIAL PUBLIC
RECORDS OF WEBB COUNTY TEXAS AS STAMPED
HEREON BY ME



Margie Ramirez Ibarra

COUNTY CLERK
WEBB COUNTY, TEXAS

Doc# 1032185
Recorded
03/18/2009 1:58PM

Signed: 
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$64.00