

**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

