CERTIFICATE OF ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NAPA OAKS SUBDIVISION
(Unit 6A)

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for the NAPA OAKS SUBDIVISION, Unit 1 recorded in Document # 20090228974 of the Real Property Records of Bexar County, Texas, reference to which record is here made for all purposes (the "Declaration") NAPA OAKS S.A., LTD. ("Developer"), subjected certain real property described in the Declaration to certain covenants, conditions and restrictions; and

WHEREAS, Developer, as set forth in Article 2, Section 2.7, of the Declaration, retained the right to annex and bring within the purview of the Declaration additional property as designated by; and

WHEREAS, Developer now desires to designate and annex certain portions of such additional property described in Exhibit "A" attached hereto;

NOW, THEREFORE, Developer hereby declares that the following described platted property is hereby annexed, effective immediately, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Declaration and Guidelines and any amendments thereto, to-wit:

(a) Each of the following platted lots is hereby annexed as an additional "Lot" as that term is defined in the Declaration:

Lots 29 through 39, Block 77, Lots 1 through 31, Block 84, Lots 1 through 7, Block 85, in the NAPA OAKS SUBDIVISION, Unit 6A, Bexar County, Texas according to plat thereof recorded in Volume 9694, Page 64-65, of the Map and Plat Records of Bexar County, Texas.

(b) The following property is hereby annexed as additional "Common Area" as that term is defined in the Declaration:

Lot 999, Block 76 and Lot 901, Block 84 in the NAPA OAKS SUBDIVISION, Unit 6A, Bexar County, Texas according to plat thereof recorded in Volume 9694, Page 64-65, of the Map and Plat Records of Bexar County, Texas, which lots is a private road.

Notwithstanding the foregoing, the Declaration shall be amended with respect to Unit 6A in the following respects:

Article IV is amended by adding the following:

Section 4.06. Unit 6A Common Facilities. Unit 6A shall be a separate gated area within the gated Napa Oaks Subdivision, and will include certain Common Areas and Common Facilities for the exclusive use of the Owners of lots in Unit 6A, including without limitation, an entry gate on Poppy Hills Road, streets, detention pond, fences, and monument and signage (collectively the "Unit 6A Common Facilities"). Subject to the terms of the Certificate of Annexation, the Unit 6A Common Facilities shall be deemed Common Areas and Common Facilities under the Declaration.

Article V is amended by the addition of the following:

The ACC shall have the right to require a $2,500.00 bond on each lot approval to ensure the construction conforms to the plans and specs, and all construction debris is cleared from any lot the debris has been deposited on in the opinion of the ACC.

Article VI is amended as follows:

Section 6.05. Setbacks. No Improvement of any kind, other than landscaping, paving and/or or concrete flatwork, shall be located on any Lot nearer than five feet to the side property line (except for corner lots where the minimum setback from the side street shall be ten feet), nearer than fifteen feet to the rear property line, or nearer than eighteen feet from the front property line. The Developer reserves the right to grant exceptions to the setback lines shown on the plat and upon filing notice of such exception for record in the Official Public Records of Real Property of Bexar County, Texas, the setbacks in such exception shall supersede and replace the setbacks established in the Subdivision plat. "Rear and side Lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same Owner and used as a single building site, shall mean, respectively, the outermost rear Lots and side Lot lines considering said contiguous whole Lots as one Lot; provided, however, that in the event that more than one Lot are owned jointly, and thereafter ownership is separated, the lines between the separated Lots shall be burdened by the setback lines described herein, as if they had never been treated jointly for setback purposes.

Section 6.09 Landscaping, Maintenance, Easement, and Assessment. Within 30 days of completion of a home, Builder shall install full sod in front yard, 10 shrubs (5 gallon size) and 4 oak trees on each Lot (of which at least 2 shall be planted in the front yard unless there are already two oak trees in the front yard). Builder shall take such further action, if any, as is necessary to comply with City of San Antonio Tree Preservation Ordinance by implementing the applicable approved tree preservation plan (AP#1930543 or AP#1998302) on file at the City Arborist Office.

(a) Services. The Association shall provide certain yard maintenance services to each Lot improved with a completed residential structure (each a "Service Area Lot" or collectively "Service Area Lots") within the Annexed Property in accordance with **Exhibit B** attached to this Supplemental Declaration and incorporated herein ("Yard Maintenance Services").

(b) Maintenance and Access Easement. Declarant hereby reserves unto itself, the Association, and their respective contractors and assigns an easement on, over, across and under the yard areas of each Service Area Lot for the purposes of performing the Yard Maintenance Services.

(c) Assessment. Declarant, for each Lot owned by it within the Annexed Property, hereby covenants, and each Owner of any Service Area Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, a quarterly assessment for expenses incurred by the Association in connection with the provision of the Yard Maintenance Services ("Yard Maintenance Assessment"). The Yard Maintenance Assessment, together with interest thereon and costs of collection thereof as provided for other Assessments in accordance with the Declaration, shall be a charge on the Lots and shall be a continuing lien upon the Lots against which each Yard Maintenance Assessment

is made. The Yard Maintenance Assessment together with interest thereon and cost of collection thereof as provided for other Assessments in accordance with the Declaration, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued. Yard Maintenance Assessments assessed by the Association are independent of, and in addition to and not in lieu of, the Annual Assessments and Special Assessments assessed against each Lot in accordance with the terms of the Declaration. Yard Maintenance Assessments shall be assessed quarterly and such quarterly assessments shall be in the initial amount of $450.00 for each Service Area Lot. The Yard Maintenance Assessments shall be fixed and assessed against the Service Area Lots only within the Annexed Property, and collected by the Association, and the Association and the Owners of the Service Area Lots within the Annexed Property will have all of the rights, powers, duties, and obligations with respect thereto, as set forth in the Declaration (including Article VII thereof) for Annual Assessments and Special Assessments, except as follows:

(i) Yard Maintenance Assessments shall be used solely for the Yard Maintenance Services described in **Exhibit B** hereto, and shall be assessed only against the Service Area Lots.

(ii) Yard Maintenance Assessments may be adjusted once per any twelve (12) month period by majority vote of the Board of the Association, but shall not be increased by more than 10% above that of the previous twelve (12) month period without the written approval of Owners representing a majority of the Service Area Lots. For the purposes of this Section, a majority is 70% or more of the owners of Lots in Unit 6A.

Article VII is amended as follows:

Section 7.03 Fences. All fences must be constructed with new materials, and shall not be constructed or put in place unless and until approved in writing by the ACC. No fence shall be constructed of pine. There shall be no chain link (except for retention ponds) or shadow box fences. All fences shall be solid, 1" x 6" or 1" x 4" cedar planks, 6' tall. Builder shall install an eight (8') foot cedar fence on the rear property line of all perimeter lots in all units except on Lots 1, 2, 11, 12 and 16-30 Block 84 which shall have a 6' wrought iron fence on the rear property line.

Article VIII is amended by deleting Section 8.01 in its entirety and replacing it with the following:

Section 8.01. Creation of Lien and Personal Obligation of Assessments. The Owner of each Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements or extraordinary expenses, and (3) initial capital contribution assessment, such assessments to be fixed, established, and collected from time to time as hereinafter provided for each Lot owned. Except for the Developer, Class B Members shall be obligated to only pay one-half (1/2) of the annual assessment and the full amount for all other assessments. The Developer shall have no obligation to pay any assessment. The annual, special, and the initial capital contribution assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost

of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

The Declaration, as amended, shall in all other respects remain in full force and effect.

EXECUTED effective as of the 13th day of April, 2016.

DEVELOPER:

NAPA OAKS S.A., LTD., a Texas limited partnership
By: Trinity Oaks, Inc., a Texas Corporation

By: _____
James Japhet, its President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this 13th day of April, 2016, personally appeared JAMES JAPHET, President of Trinity Oaks, Inc., a Texas Corporation, General Partner of NAPA OAKS S.A., LTD., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing for the purposes therein expressed and in the capacity therein stated.

_____
Notary Public, State of Texas

SUSAN J. BRAUN
Notary Public, State of Texas
My Commission Expires
October 20, 2017

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 IH 10 West
San Antonio, Texas 78201-2851

EXHIBIT B
YARD MAINTENANCE SERVICES

Yard Maintenance Services as set forth in **Exhibit B-1** will be performed in the front and rear yards of each Service Area Lot, and in the side yards abutting streets with respect to corner Service Area Lots. In the event of any disagreement of what constitutes the front yard of a Service Area Lot, the determination of the Association or its designee will be final. The Board of the Association, in its sole discretion, may, from time to time and at any time, make deletions, modifications, and changes to any of the Yard Maintenance Services being provided to the Service Area Lots. Notwithstanding any provision or description of Yard Maintenance Services herein to the contrary, Yard Maintenance Services will be provided in accordance with any applicable agreements with or requirements imposed by Governmental Authority.

Each Owner of a Service Area Lot will be responsible for irrigation and must properly irrigate the entire yard turf areas of each Service Area Lot. The Yard Maintenance Services do not include irrigation or the repair and maintenance of irrigation facilities. The Association or its designated landscape company, from time to time, will provide each Owner with a schedule of dates on which Lawn Maintenance Services will be performed. Each Owner will be obligated to ensure access to the front, rear and side (if applicable) yards on the scheduled yard maintenance dates and shall refrain from irrigating such yards while Yard Maintenance Services are being performed. Any alterations in the landscaping of a Service Area Lot by an Owner must be approved in writing by the Association prior to the alterations being made.

EXHIBIT B-1
LANDSCAPE MAINTENANCE PROGRAM

SERVICES	FREQUENCY												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MOW, EDGE, WEED-EAT, PICK-UP BOTTLES, CANS, PAPERS IN GRASS/BEDS, POWER BLOW WALKS / CURB	2	2	~	W	E	E	K	L	Y	~	2	2	
WEED ALL BEDS	1	1	1	1	1	1	1	1	1	1	1	1	
MAJOR TRIM OF SHRUBS AND PLANT MATERIAL			1							1			
TOP AND FACE SHRUBS AND PLANT MATERIAL				1	1	1	1	1	1				
CULTIVATE BEDS	1			1			1			1			
CHEMICALLY TREAT WEEDS IN CONCRETE / ASPHALT AREAS													As Needed
REMOVE SUCKERS FROM TREES 6 FEET AND UNDER													As Needed
TURF FERTILIZATION			1							1			
SHRUB FERTILIZATION			1							1			
COLOR INSTALLATION					1						1		
ANT INSECTICIDE													As Needed
CREPE MYRTLES PRUNED BACK		1											
TURF PRE-EMERGENT WEED CONTROL										1			
TURF POST-EMERGENT WEED CONTROL				1									
RE-MULCH OF EXISTING FRONT YARD BEDS										1			

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BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees $46.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
04/13/2016 12:13PM
COUNTY CLERK, BEXAR COUNTY TEXAS

