ATC-KBS

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FIRST AMENDED CERTIFICATE OF ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NAPA OAKS SUBDIVISION (Unit 2)

ERECORDED BY ALAMO TITLE COMPANY

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 below;

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 2 through 21 Block 80 and Lots 19 through 22 Block 79, in the NAPA OAKS SUBDIVISION, Unit 2, Bexar County, Texas according to plat thereof recorded in Document #20110025479, 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 80, in the NAPA OAKS SUBDIVISION, Unit 2, Bexar County, Texas according to plat thereof recorded in Document #20110025479, 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 2 in the following respects:

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.

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.

Section 8.01 is deleted in its entirety and replaced 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 15th day of February, 2011.

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 15th day of February, 2011, 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, 2013

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851

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Pages 4
03/10/2011 11:05:08 AM
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BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 24.00

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.
03/10/2011 11:05:08 AM
COUNTY CLERK, BEXAR COUNTY TEXAS

