

2011-2012 FIRST SUPPLEMENTAL RESTRICTIVE COVENANTS  
FOR HUNTERS CREEK NORTH SUBDIVISION COVERING UNIT 3

STATE OF TEXAS       §  
                                  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BEXAR    §

WHEREAS, there exists restrictive covenants affecting the lots located in Unit 3 of Hunters Creek North Subdivision, and the Hunters Creek North Homeowner’s Association (referred to herein as the Association) is charged with administering and enforcing those covenants, conditions and restrictions (referred to collectively as “Declarations”); and

WHEREAS, chapters 202 and 209 of the Texas Property Code was amended to deal with rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery System” or “System”), solar energy devices (referred to herein as “devices”), and the cost of copying and producing records within the community.

WHEREAS, it has been determined that the existing Restrictive Covenants must be changed to comply with the newly enacted laws contained in those chapters, and it is necessary for the Association to adopt guidelines in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation maintenance of such systems and solar energy devices.

NOW, THEREFORE, the owners of at least seventy (70%) of the lots in unit 3 duly adopt the following guidelines and/or restrictive covenants.

Rainwater Recovery Systems –

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee (ACC) subject to these guidelines.
2. All systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent property(ies) or common area(s).
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. Placement behind a solid fence, a structure or vegetation; or
  - b. Burying the tanks or barrels; or
  - c. Placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible to public view from any common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. The barrel must not exceed 55 gallons; and
  - b. The barrel must be installed in close proximity to the structure on a level base with the guttering downspouts leading directly to the barrel inlet at a substantially vertical angle; and
  - c. The barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
  - d. Any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the System must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents, and other openings must be sealed or protected with mesh to prevent children, animals, insects and debris from entering the barrels, tanks or other storage devices. Open top storage containers are

not allowed; however, where space allows and where appropriate, the Architectural Control Committee approved ponds may be used for water storage.

7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems must be drained and disconnected from the gutters. Any unused System in public view must be removed from such view, and from view to any common street or common area.

If the laws dealing with Rain Water Recovery Systems and Rain Harvesting are amended to render these Declarations obsolete or out of compliance with such mandatory laws, these Covenants shall automatically be modified to comply with the most recent newly enacted mandatory laws without the necessity of physically amending them, unless required by statute. In those instances where the changes to the laws are not mandatory these Covenants shall remain unmodified.

#### Solar Energy Devices –

1. These guidelines apply to solar energy devices ("Devices") as defined in §171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. The Device may only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. The Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent property(ies) or common areas.
4. The Device may only be installed in the following location(s):
  - a. On the roof of the main residential dwelling; or
  - b. On the roof of any other approved structure; or
  - c. Within a fenced yard or patio.
5. Devices mounted on a roof, the Device must:
  - a. Not have any portion of it higher than the roof section to which it is attached; and
  - b. Not have any portion of it extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. Conform to the slope of the roof; and
  - d. Be aligned so its top edge is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. Have the color of the frame bracket(s) and visible piping or wiring match the roof shingles, or a silver, bronze, or black tone commonly available in the marketplace; and
  - f. Be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce the estimated annual energy production by more than ten (10%) percent over alternative roof locations as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory ([www.nrel.gov](http://www.nrel.gov)) or an equivalent entity.
6. For devices located in a fenced yard or patio, no portion of the device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the device, the Association may require the device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of a Device on properties without a fenced yard if there is adequate screening from public view from any street or common area.

7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
  - a. Threaten public health or safety;
  - b. Violate any law; or
  - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

If the laws dealing with Solar Energy Devices are amended to render these Declarations obsolete or out of compliance with such mandatory laws, these Covenants shall automatically be modified to comply with the most recent newly enacted mandatory laws without the necessity of physically amending them, unless required by statute. In those instances where the changes to the laws are not mandatory these Covenants shall remain unmodified.

#### Composition of Roofs

The roofs of the main residence and any accessory buildings constructed on any lot located in Hunters Creek North Unit 3 shall be of wood shingles (shake or perfection), standing seam metal, tile, concrete tile or slate to be approved by the Architectural Control Committee prior to any construction of any improvements on the lot. All flat roofs need to be built up. At the discretion of the Architectural Control Committee, other types of roofs utilizing a surfacing material of an architectural texture may be used.

#### Sidewalks

All Street Sidewalks shall be of brushed concrete. All driveways and all sidewalks leading to the residence shall be of pea gravel or other ornamental material, subject to the approval of the Architectural Control Committee.

#### Fences, Wing Walls, Mailboxes and Fireplaces

All wing walls and front yard fences, i.e., fences running from the side of the house to the side property line, shall be of the same masonry as the residence building or of wrought iron or of a combination of wrought iron and masonry, and shall be subject to Architectural Committee approval. All mailboxes shall be of brick or other masonry. All fireplace enclosures shall be of brick or other masonry.

#### Charges for Copying and Producing Records –

The Association shall charge the following costs for copies, postage, supplies, labor, overhead and third-party fees, such as archive document retrieval fees from off-site storage locations:

a.	Black and white letter size (8 ½ x 11) single sided copy .....	\$0.12
b.	Black and white letter size (8 ½ x 11) double sided copy .....	\$0.24
c.	Color letter size (8 ½ x 11) single sided copy .....	\$0.60
d.	Color letter size (8 ½ x 11) double sided copy .....	\$1.00
e.	PDF image of a document (cost per page) .....	\$0.19
f.	Compact Disk .....	\$1.00
g.	Labor and overhead, for each half (1/2) hour .....	\$10.00
h.	Mailing supplies (for each item mailed) .....	\$1.00
i.	Postage .....	Actual cost
j.	Other Supplies .....	Actual Cost
k.	Third Party fees .....	Actual Cost

For those Lots in Unit 2 that are not members of the Hunters Creek North Neighborhood Association, the foregoing charges are inapplicable, unless a request is made on the Association by or on behalf of the owner of that lot for any documents, document retrieval, and/or production of records, in which event the foregoing charges shall apply.

If the laws dealing with the foregoing cost are amended to reduce the amount the Association can charge for the records production and copying service, these costs shall automatically be modified to comply with the most recent mandatory laws without the necessity of physically amending them (unless required by statute). In those instances where the laws allow an increase in the charges for those services the foregoing costs shall remain unmodified, until modified and approved pursuant to the requirements contained in the Bylaws.

#### Payment Plan Policy

The Board of Directors of the Hunters Creek North Homeowners Association desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association will impose a fee for administering a Payment Plan. Such fee will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. receipt of a fully completed and signed Payment Plan form, and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this policy.
5. A Payment Plan will be for 6 months.
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner;
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c, or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

- 10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for the time the owner submits a written request for reinstatement.
- 11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
- 12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

Fee schedule for Hunters Creek North Neighborhood Association

The Hunters Creek North Neighborhood Association has adopted the following fee schedule:

- a. Property transfer fee, due when property changes ownership.....\$250
- b. Property mortgage refinance fee, due at closing or refinance.....\$100
- c. Annual dues late fee .....\$ 35
- d. Lien filing fee .....\$ 90

These guidelines are effective upon recording in the public records of Bexar County, Texas, and supersede any covenants dealing with the foregoing matters, which may have previously been in effect. Except as affected by statute and these guidelines/covenants all other provisions contained in the Declarations of Restrictive Covenants for Hunters Creek North Subdivision covering all of the lots in Unit 3 according to plat thereof recorded in Volume 8200, Pages 215-216, of the Deed and Plat Records of Bexar County, Texas, or any other dedicatory instruments of the Association shall remain dedicatory instruments of the Association and in full force and effect.

Approved and adopted by \_\_\_\_\_ percent of the Homeowners in Unit 3 of Hunters Creek North Subdivision on \_\_\_\_\_, as attested by the Board of Directors of the Hunters Creek North Neighborhood Association through their signatures below.

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
\_\_\_\_\_  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
\_\_\_\_\_  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
\_\_\_\_\_  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
\_\_\_\_\_  
San Antonio, Texas 78230

\_\_\_\_\_  
Name \_\_\_\_\_, Director  
\_\_\_\_\_  
San Antonio, Texas 78230