

2011-2012 FIRST SUPPLEMENTAL RESTRICTIVE COVENANTS FOR HUNTERS CREEK NORTH
SUBDIVISION COVERING UNIT 2

STATE OF TEXAS § §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR §

WHEREAS, there exists restrictive covenants affecting the lots located in Unit 2 of Hunters Creek North Subdivision; 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, the owners of the lots have determined it is necessary to adopt guidelines in connection with maintaining the aesthetics and architectural harmony of the community, to provide clear and definitive guidance regarding the installation maintenance of such systems and solar energy devices, and to comply with the existing Restrictive Covenants affecting the lots in that Unit.

NOW, THEREFORE, the Board has duly adopted the following guidelines.

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) 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 device shall be placed in a location behind a structure. If such a structure is not available, visual screening shall be required.
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.

Charges for Copying and Producing Records –

(This paragraph applies to those lots in Unit 2 of the subdivision that are members of the Hunters Creek North Neighborhood Association). 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 1/2 x 11) single sided copy.....	\$0.12
b.	Black and white letter size (8 1/2 x 11) single sided copy.....	\$0.24
c.	Color letter size (8 1/2 x 11) single sided copy	\$0.60
d.	Color letter size (8 1/2 x 11) single sided copy	\$0.100
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 lot owner for any document, 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.

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 Unit 2, (Lots 2-8, inclusive, Lot 1, Lots 10-39, inclusive, Block 1; Lots 16-49, inclusive, Block 5, and Lots 1-11, inclusive, Block 10; all Lots in Hunters Creek North Subdivision Unit 2, according to plat recorded thereof in Volume 9502, Page 39, of the Deed and Plat Records of Bexar County, Texas), or any other dedicatory instruments shall remain in full force and effect.

Approved and adopted by _____ percent of the lot owners in Unit 2 of the Hunters Creek North Subdivision on _____, as reflected by their signatures below.

See attached:

