

HARRIS VILLAGE OWNERS ASSOCIATION
P.O. Box 9012
Waco, Texas 76710

May 2022

From: Harris Village Owners Association
P.O. Box 9012
Waco, Texas 76710

To: Harris Village Member

Re: Updates, Reminders & Notices

Greetings Neighbor,

You are receiving this letter along with your yearly statement to address the most common Deed Restriction violations and issues of concern that we have seen over the past year and hope addressing them now will ensure we don't have to waste Member or Association time enforcing them given that they are easily avoidable and remediable.

1. Solar Panels: We know that there are solicitations being made to Members to have solar panels installed on their home. The Association is not seeking to prevent Members from utilizing solar panels should they so choose. However, a few of our members have had bad experiences and these issues were also confirmed to us by our peers in the HOA industry. Therefore, we wanted you to be informed of all these issues so that you're empowered to make the best decision for yourself and your family. Such issues include:

- The monthly energy savings from the solar panels are an estimate while the monthly solar charge is guaranteed. Therefore, if the monthly charge is \$150.00 and the monthly energy savings from the solar panels is \$100.00, it is a bad investment and whether or not this is the case is unknowable until after you're locked into a longterm contract.
- The solar energy contract may or may not cover costly expenditures such as replacing panels damaged by hail or replacing inverters, which can be upwards of \$5,000.00.
- The solar energy contract may or may not grant the solar energy company the right to a lien on the property that give them the right to foreclose if you decide you aren't getting your money's worth out of the bargain. Further, the mere existence of such a lien or contract the runs with your property will likely significantly decrease the value of your home.
- Often times solar companies just want to install the panels and get you to sign the contract as quickly as possible without first obtaining the necessary approval and review from the Architectural Control Committee.

- Further, the solar energy contract may or may not illustrate how the panels may be removed if necessary by third parties. For example, if you need the roof worked on or replaced.

The above list not exhaustive, nor is it applicable to every solar energy company or every consumer's experience. Instead it is a list of the most common problems that homeowners have had after entering into a solar panel contract that gave them buyer's remorse. We simply wanted you to be aware of such issues so you don't find yourself in an untenable financial situation down the road.

2. Trashcans/Improper storage: Section 18 requires that all trash, garbage and waste containers be kept concealed from the public view, behind a fence or out of sight of street, except on scheduled pick up days. So please be sure to store trashcans out of public view and bring them in from the street as soon as practicable after the garbage is picked up. Also please don't store materials that are to either be discarded, transferred or used in construction on the sides of your property for long periods of time.

3. Unfertilized Yards: Section 15 provides that yards shall be kept in a manner consistent with a well-maintained attractive neighborhood. Sometime this requires yard treatment such as fertilization to prevent weeds and promote growth. Such fertilization is also prudent because if your yard is fertilized it will require less water and will therefor save you money throughout the year. Such treatments can be found on our website at the link provided below.

4. Unkept flower beds: Section 15 provides that members are to keep the grass and vegetation cut as often as may be necessary to maintain the front yard in a neat and attractive condition. Therefor, should you have any excess grass, weed, or other unattractive vegetation/debris in your flowerbeds please make sure to clean up the flowerbed as soon as possible.

5. Grass clippings: Section 15 also requires that after an owner's yard is mowed the grass clippings not be left in the sidewalk or road. Please be sure to sweep or leaf-blow grass clippings back into your yard after your yard is mowed.

6. Parking: Parking in the street for too long, parking that blocks the sidewalk and parking certain non-passengers vehicles in public view is prohibited by Section 16 and need be avoided.

7. Satellite Dishes: Section 22 provides that no satellite antenna nor any antenna dish may be installed, except in backyard areas where it is substantially concealed from public view. So should you have a satellite dish or other antenna in public view, please move it, or if you're to have one installed, so that it is so that it is substantially concealed from public view.

8. Fencing: If you wish to replace all or part of your fence, please be sure to use cedar as required by Section 19 of the Deed Restrictions. If your fence is in a state of

disrepair, the Association would advise replacing small parts or delaying repairing the fence in its entirety at the moment, given that we are aware of the high price of lumber at this time.

9. Dead Shrubs: Section 15 of the Deed Restrictions requires 12 shrubs in the front yard. Unfortunately numerous properties in Harris Village currently have one or more dead shrubs which constitute a violation of Section 15. Accordingly, if your property has one or more dead shrubs, please remove them within thirty (30) day of receipt of this letter to avoid unnecessary enforcement action. At this time we simply ask that the dead shrubs be removed within the above referenced time and we will only ask that they be replaced if their replacement is necessary to meet the standard set out in Section 15, that all yards shall be kept in a manner consistent with a well-maintained attractive neighborhood.

The violations addressed above are simply a list of restrictions which are being regularly violated and is not to be construed as an exhaustive list of restrictions or violations which the Association may enforce or collect assessments in relation thereto. Please visit harrisvillagesub.com to review all of the Deed Restrictions.

The Deed Restrictions—and the fines that are applied for violating them—are not enforced to be punitive, rather the Association enforces these Restrictions to protect the home value of all its Members and the most efficient way to do so is to uniformly, expeditiously, and effectively enforce the Association’s Deed Restrictions.

The overwhelming majority of Members are maintaining their lots and abiding Association rules and for that we are grateful. We hope this letter will help everyone understand how to better abide the Deed Restrictions and that they are implemented and enforced for the betterment of their home and our community. We wish you the best and thank you for your time,

Sincerely yours,

Harris Village Home Owners Association
A Texas Non-Profit Owners Association