

# BALLOT

I, the undersigned, being the owner of record for the property identified below, do hereby consent to the casting of a ballot for the purposes as presented and/or outlined in this Ballot, the results of which are to be announced at the Annual Election Meeting of the Members of Weston Ridge Homeowners Association Inc., scheduled for Wednesday August 14, 2024, at 6:00 p.m. I understand that I may cast my vote online from the Association's website or complete this ballot and return it to the managing agent using one of the alternate return methods provided below. Furthermore, I understand that if I choose not to cast a vote or fail to mark at least one ballot box on any proposed change, any unmarked proposed change(s) will not be counted. If I cannot attend the meeting or cast my own vote, I may assign my vote by Proxy to a member of the Board or any Class A Member of my choice. My signature below affirms I have read over the summary provided for the proposed amendments prior to casting vote. I understand the results of the vote will be announced at the Annual Election Meeting of the Members and posted to the Association's website.

Your Full Name: \_\_\_\_\_

Your Property Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*BALLOT MUST HAVE YOUR COMPLETE NAME, ADDRESS AND SIGNATURE TO BE VALID\*\*\***

## **Summary of Covenants, Conditions, and Restrictions Articles / Sections Proposed for Amendment**

### **1) Article 2, Section 2.2.1 Leasing is being amended and/or supplemented as follows:**

- a. The opening language under Leasing in Section 2.2.1 is amended to delete in its entirety only the following sentence:

*"The provisions in this section shall not be enforceable during the Declarant Control Period without the express written permission of the Declarant."*

- b. Subsections a. to g. under Article 2, Section 2.2.1 are being amended to add Subsections h., i., and j. as follows:

*"h. From the date and adoption of this First Amendment, upon acquiring an ownership interest in a Lot and Residence thereon, the Owner may not lease the Lot and Residence thereon until the expiration of twenty-four (24) months from the date of recording the deed to the Lot and Residence thereon. After the expiration of the twenty-four (24) month period, the Owner may lease the Residence subject to the terms of this Article 2, Section 2.2.1, and only after obtaining the prior written consent and approval of the Board; and"*

*"i. From the date of the adoption of this First Amendment, no more than ten percent (10%) of the total Residences located in the community may be leased at any point in time, except in cases of variance or hardships as approved by the Board. The goal is to preserve the*

Email : [dwyann@essexhoa.com](mailto:dwyann@essexhoa.com) or [lori@essexhoa.com](mailto:lori@essexhoa.com)

Fax to: Attn: Dwyann or Lori at (469) 342-8205

Mail to : Essex Association Management L.P., Attn : Dwyann Dalrymple  
1512 Crescent Drive, Suite 112 - Carrollton, TX 75006

*community as one of predominantly owner-occupied Residences. Lease includes any written or oral agreement between the landlord and a Tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Lot and the Residence thereon and Leasing is defined as the regular, exclusive occupancy of a Lot by any person other than the Owner for which the Owner or any designee of the Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity. If the Lot and the Residence thereon is owned by a trust and the beneficiary of the trust is living in the residence, that Lot and the Residence thereon shall be considered Owner-occupied rather than leased. Terms apply to Rentals, Lease to Purchase Agreements, and Contracts for Deeds which shall be considered the same as Leasing for purposes of the Declaration; and.”*

*“j. Grandfathering. With respect to a Lot and Residence thereon which is subject to a lease as of the effective date, the Owner’s only obligation is to complete the Tenant Registration Form. Notwithstanding, this exemption for Residences already subject to lease, upon termination, extension, or renewal of that lease, the Owner must comply with this Article 2, Section 2.2.1 and seek approval of the Board for renewal of a lease for existing tenant or leasing of residence to a new tenant / occupant; and”*

**VOTE YES OR NO BELOW BY CHECKING ONE (1) BOX**

- Vote **to Approve** Amendments and/or Additions to Article 2, Section 2.2.1.
- Vote **to Deny** Amendments and/or Additions to Article 2, Section 2.2.1.

I hereby understand and acknowledge, that according to Texas Property Code, § 209.00592, my electronic ballot may be counted as an owner present and voting for the purpose of establishing a quorum, for items appearing on the ballot with no Proxy needed. I understand if I assign my Proxy I may do so for quorum only or for the purpose of quorum and voting on all the proposed amendments set forth in this Ballot.

By submitting this Ballot, I affirm that I have read and understand the summary provided with this Ballot regarding the purposes behind the proposed amendments to the Covenants, Conditions and Restrictions (“CC&R’s”). Furthermore, I affirm I am the Owner of the Property address listed above and do hereby consent to the casting of this ballot. I understand, I must cast my ballot online or return this paper ballot using any of the authorized methods provided before the deadline of Tuesday August 13, at 11:59 p.m. and that NO VOTES cast regardless of the voting method may be counted after the deadline date above.

**A DRAFT of the 1st Amendment to the CCRs may be viewed on the Association website.**

**Return your paper Ballot using any of the following methods:**  
(please do not return if you voted online)

Email : [dwyann@essexhoa.com](mailto:dwyann@essexhoa.com) or [lori@essexhoa.com](mailto:lori@essexhoa.com)  
Fax to: Attn: Dwyann or Lori at (469) 342-8205  
Mail to : Essex Association Management L.P., Attn : Dwyann Dalrymple  
1512 Crescent Drive, Suite 112 - Carrollton, TX 75006