

FRISCO HILLS



HOMEOWNERS ASSOCIATION

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 Special Meeting of the Members of the Homeowners Association of Frisco Hills Inc. scheduled for Thursday, March 3, 2022, at 6:30 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 I am to cast my vote for each proposed change. 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 Special 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 Amended Articles/Sections

1) Section 2.5 (v), (vi) Uses Specifically Prohibited Special Signs.

Language will be amended or added to allow for certain special signage previously limited or prohibited by the DCCR's: (v) school pride signs not to exceed 3 square feet for the period of time that a resident's child is in attendance at that school; or (vi) birthday, congratulatory, or similar signs that contain individualized messages not to exceed a total space of 15 feet in length or 3 feet in height, for a period of no longer that 72 hours.

2) Section 2.5 Uses Specifically Prohibited Dogs and Behaviors (d) & (d)(1)

Language will be amended or added to address certain limitations or restrictions for Pets and/or Dogs, particularly those with vicious or aggressive behaviors: (d) to include, Pets shall not be permitted to roam, bark, growl, howl or otherwise disturb the use and enjoyment of property. (d)(1) The following dogs shall not reside or be present within the Frisco Hills addition: (a) a dog which has been declared by a municipal or governmental

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authority to be potentially dangerous or vicious; (b) a dog which has caused bodily injury to any resident of the Frisco Hills addition or has caused damage to property; (c) a dog which has, or does at any point and time, initiate a fight with any other dog belonging to a resident of the Frisco Hills addition or the pets of any visiting guest or invitee; (d) a dog which by its aggressive behavior or actions has caused a resident of the Frisco Hills addition to take evasive action to avoid being attacked or injured by the dog; (e) any dog that violates noise restrictions of the applicable municipal or governmental codes or authorities on a recurring basis.

3) Section 2.5 Uses Specifically Prohibited (e) Amended

Language will be amended as follows: Trash containers must be stored behind the front elevation of the home, placed on the side of the home or in the garage, except for the day of trash pickup and placed back at the end of the day after trash pickup.

4) Section 2.7 Fences and Walls.

Language will be amended or added to address certain height, placement, and other allowances or limitations regarding fencing as follows:

No portion of any fence shall extend more than eight feet (8') in height. Certain provisions or other considerations may apply.

- a) cannot be placed within a retaining wall or within the influence zone of a retaining wall without an accompanying structural design by a licensed professional engineer and permit from the jurisdictional authority.
- b) cannot be placed immediately adjacent to another fence or screening wall.
- c) for a corner lot, they can only be 8' tall along the backyard portion of the street side of a house (screen backyard, but not parallel to the house).
- d) cannot be used where the rear yard of a corner lot abuts the side yard of another lot (keyed lot).
- e) if replacing existing fence, the requesting owner must have written authorization from adjacent owner(s).
- f) cannot be used in-lieu-of wrought iron or screen walls along Common Areas.

5) Section 2.12 Leasing and Occupancy Restrictions. Sections (a), (c), (d), (e), (f), (g)

Language will be amended or added to help provide better clarification for rental or leasing rules and requirements as follows: (a) General, single family residential use, residence leased in its entirety. No short-term rentals or lease agreements. Leases must be for initial term of (12) Months unless approved by Board. (g) Compliance with Declaration, Bylaws and Rules and Regulations. All owners must provide a current lease agreement to the Association. (c) Notice of Intent to Lease (d) Occupancy Restrictions, total number of occupants (e) Leasing Limitations, may not lease until (12) months from the date of closing (f) Hardship, Board is empowered to allow leasing before the (12) month limitation due to hardship.

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6) Section 2.12 Leasing and Occupancy Restrictions. Sections (b)

Language will be amended or added to provide for leasing and occupancy restrictions as well as a leasing maximum as follows: (b) Leasing Cap 10%.

7) Section 5.2 Maintenance of Improvements Language Added

Language will be amended to further clarify requirements for proper fence maintenance as follows: Any fence which is damaged, leaning, or otherwise not in good repair shall be repaired within seven (7) days of receiving notice from the Association.

*****A Complete copy of proposed Amendment is available on the Association's Website*****

1) Section 2.5 (v), (vi) Signs

- Vote to Approve Section 2.5 (v), (vi) relating to Special Signs.
- Vote to Deny Section 2.5 (v), (vi) relating to Special Signs.

2) Section 2.5 (d)(1) Dog Restrictions

- Vote to Approve Section 2.5 (d) & (d)(1) relating to Dog Restrictions.
- Vote to Deny Section 2.5 (d) & (d)(1) relating to Dog Restrictions.

3) Section 2.5 (e) Amended, Placement and Storage of Trash Receptacle

- Vote to Approve Amended Section 2.5 (e).
- Vote to Deny Amended Section 2.5 (e).

4) Section 2.7 Fences & Walls

- Vote to Approve Section 2.7 relating to Fences & Walls
- Vote to Deny Section 2.7 relating to Fences & Walls

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5) Section 2.12 Leasing & Occupancy Restrictions Sections (a) General, (c) Notice of intent, (d) Occupancy Restrictions, (e) Leasing Limitations, (f) Hardship, (g) Compliance with Declaration, Bylaws and Rules and Regulations

- Vote to Approve Section 2.12 (a), (c), (d), (e), (f), (g) relating to Leasing & Occupancy Restrictions.
- Vote to Deny Section 2.12 (a), (c), (d), (e), (f), (g) relating to Leasing & Occupancy Restrictions.

6) Section 2.12 Leasing & Occupancy Restrictions Section (b) Leasing Cap 10%

- Vote to Approve Section 2.12 (b) relating to Leasing & Occupancy Restrictions.
- Vote to Deny Section 2.12 (b) relating to Leasing & Occupancy Restrictions.

7) Section 5.2 Maintenance of Improvements Language Added

- Vote to Approve Section 5.2 relating to Maintenance of Improvements.
- Vote to Deny Section 5.2 relating to Maintenance of Improvements.

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 DCCR'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 Thursday, February 24, 2022, at 12:00 a.m. and that NO VOTES cast regardless of the voting method may be counted after the deadline date above.

Return your paper Ballot using any of the following methods:

(please do not return if you voted online)

E-mail to: abarnes@essexhoa.com or proxies@essexhoa.com

Fax to: (469) 342-8205, Attn: Ashton Barnes

Mail to address located just below in the footer, Attn: Ashton Barnes

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