

**UNIVERSITY ESTATES-WOODCREST HOMEOWNERS'**  
**CORPORATION**

**DECLARATION AMENDMENT BALLOT OCTOBER 2023**

Vote yes or no to accept or reject the following amendment to the Declaration of Protective Covenants of University Estates – Woodcrest (“Declaration”) for University Estates-Woodcrest Homeowners’ Corporation. It takes an affirmative vote of at least 51% of the owners of the parcels contained in the addition to modify the current Declaration pursuant to Article 4.1 of the Declaration. According to the Bylaws of University Estates-Woodcrest Homeowners’ Corporation and 11 O.S. §42-106.1(A)(2), each parcel/Lot is entitled to one (1) vote only.

Ballots will be accepted until **October 15th, 2023**. No ballots will be accepted after this date unless postmarked by the US postal service on or before October 10th, 2023 and delivered to the University Estates-Woodcrest mailing address. Please complete your ballot and mail your ballot back to: University Estates-Woodcrest Homeowners’ Corporation prior to deadline.

Mailing address:

**University Estates-Woodcrest Homeowners’ Corporation**  
**PO Box 2741**  
**Stillwater, OK 74076**

**PLEASE MAKE SURE TO SIGN THE BALLOT. WITHOUT A  
SIGNATURE IT WILL NOT BE COUNTED.**

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**BALLOT CONTINUED ON NEXT PAGE**

The University Estates – Woodcrest Board of Directors moves that the Declaration of Protective Covenants of University Estates – Woodcrest (“Declaration”) be amended as follows:

**AS TO THIS PROPOSED AMENDMENT: UNDER THE CURRENT DECLARATION, THE ASSOCIATION ALLOWS FOR SHORT-TERM RENTALS. THE PROPOSED AMENDMENTS DISALLOW FOR SHORT-TERM RENTALS (e.g. AIRBNB, VRBO, etc.)**

**ORIGINAL LANGUAGE: (Article V, Section 24)**

24. Leasing of Units – “Leasing” for purposes of this paragraph, is defined as regular, exclusive occupancy of a unit by any person or persons, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. **There may be no more than three unrelated individuals living in one unit at any given time.** The Homeowners’ Association may, but does not have to, require a minimum lease term. Notice of any lease, together with such information as may be required by the Homeowners’ Association, shall be given to the Homeowners’ Association by the Unit Owner within 10 days of execution of the lease, if it is required by the Homeowner’s Association. **The Owner must make available to the lessee copies of all applicable restrictive covenant materials.**

**AMENDED LANGUAGE: (Article V, Section 24)**

Deleted language is marked with a ~~strickthrough~~, added language is marked in double underline.

24. Leasing of Units – “Leasing” for purposes of this paragraph, is defined as regular, exclusive occupancy of a unit by any person or persons, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. **There may be no more than three unrelated individuals living in one unit at any given time.** The Homeowners’ Association may, but does not have to, require a minimum lease term. Notice of any lease, together with such information as may be required by the Homeowners’ Association, shall be given to the Homeowners’ Association by the Unit Owner within 10 days of execution of the lease, if it is required by the Homeowner’s Association. **The Owner must make available to the lessee copies of all applicable restrictive covenant materials.**

As of the date of this Amendment, no Unit which is zoned as an RSS (Small Lot Single-Family Residence) under Stillwater Code of Ordinances Section 23-137 may be offered for lease or leased for less than twelve consecutive months. For avoidance of doubt: no Short-Term Rentals are permitted for any Unit zoned as an RSS (Small Lot Single-Family Residence); this prohibition includes AirBnB, VRBO, residential leases for less than twelve consecutive months, and the like. All leases shall require that the tenant(s) acknowledge receipt of a copy of the Declaration, Bylaws, and any rules or regulations of the Homeowners’ Association. The lease shall also obligate the tenant(s) to comply with the foregoing and shall provide that in the event of noncompliance, the Board of Directors of the Homeowners’ Association, in addition to any other remedies available to it, may evict the tenant(s) on behalf of the Owner and specifically assess all costs associated against the Owner and the Owner’s property.

**DO YOU ACCEPT THIS AMENDMENT?**

Yes (Accept the Amendment)

No (Reject the Amendment)

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All ballots must contain the authorized owner’s name, address, and signature. By signing the ballot, you are certifying you are the owner of a Unit subject to this Declaration. You also certify that you understand you are entitled to one vote per Unit owned.

Member Name: \_\_\_\_\_

Member Address: \_\_\_\_\_

Member Signature: \_\_\_\_\_