

WOODBROOK USE AND LEASING POLICY
[SECTION VII OF THE PROTECTIVE COVENANTS]
UPDATED 2016

The leasing of Woodbrook Townhouse units is subject to the Montana Human Rights Act and all the provisions of the applicable Bozeman City Code(s). Complete units may be leased according to the conditions set forth in this Article.

1. Leasing is defined as allowing a person(s) to occupy all or any part of a Unit for a monetary consideration or its equivalent. Nothing herein shall preclude a Unit Owner from retaining a live-in health care provider.
2. No owner shall lease a Unit for hotel or transient purposes.
3. Leases of less than six months are not permitted without Board of Directors approval.
4. Pets are NOT allowed in any leased unit. Tenants shall not bring, keep or maintain any pet of any kind in any leased unit. A pet in leased units at the effective date of this policy will be grandfathered in until such time the lessee moves out, the pet passes away or the lease is terminated.
5. No more than eighteen (25%) of the seventy-one Units at Woodbrook shall be leased at one time. The eighteen leased Units shall be determined on a first come, first served basis. In order to lease a Unit, the Owner must request in writing to the Woodbrook Board of Directors that the Unit become a leased Unit. If there are less than eighteen Units leased at the time of the request, the Board shall grant the request. The Owner will have 90 days from the time of the approval to secure a valid, signed lease. The Board will keep a list of which Units are leased. Should an Owner lease a Unit without obtaining permission of the Board, the Board shall have the power to enforce this provision with an action for possession of the Unit (i.e. eviction) should the Board deem such an action necessary.
6. The Board of Directors may consider requests from owners to exceed the eighteen Unit limit for special circumstances the Board of Directors deems reasonable. If such request is granted, it shall be for a period not to exceed one year, provided, however, the Board of Directors may consider requests to extend beyond the one-year period and shall either grant or deny such request within 45 days of receiving a written request for extension.
7. When eighteen units are leased (25%), Owners of Units desiring to offer other Units for lease may make a request to the Board of Directors to be placed on the waiting list. A waiting list of Unit Owner(s) wanting to lease their Unit shall be established and Units shall be placed on the waiting list on a first-come, first-serve basis. The Owner of the first Unit on the top of the waiting list shall be notified in writing when the number leased Units is less than 25%. The Owner will have 90 days from the date of notice to secure a valid, signed lease. If at the expiration of this 90-day period and a lease has not been provided to the Board of Directors, the next Unit in line on the waiting list shall be granted pending permission by the Board of Directors to lease their Unit. Unit Owners are to be given the same procedures established until the current policy for leased Units has been reached.
8. Units leased at the time of the effective date of this policy will be allowed to remain in leased status until the property is sold, otherwise changes ownership, or is re-occupied by the Owner. At that time, the unit may be leased only in accordance with this leasing policy. New Owner(s) of formerly leased Units and/or Owners who re-occupy a formerly leased Unit will not receive priority over other Owners on

the waiting list.

9. Leases shall be permitted only for single household, as defined by Bozeman City Code, for residential purposes.

10. Lessor must, at lessor's expense, provide lessees with copies of the Covenants, Bylaws, and Rules and Regulations. Leases must specify that lessees/occupants must comply with all provisions of these three documents and require a signed statement from each occupant certifying that they have read and agree to abide by such rules, policies, regulations, covenants and declarations. Unit Owners are responsible for violations by their tenants.

11. Within five days of securing a lease agreement for the Unit Lessors must deliver to the Association a signed "Woodbrook Unit Rental Agreement". This Agreement is available by contacting the Secretary of the Association.

12. Occupancy shall be limited to those individuals named on the lease and the Woodbrook Unit Rental Agreement, except for bona fide short-term (less than two weeks) guests.

13. Subleasing is not permitted.

14. The Woodbrook Townhouse Owner's Association is not responsible for leases negotiated by any of its members, nor is it responsible for its members' advertisements seeking lessees. It is the responsibility of individual owner/lessors to comply with local, state and federal laws relative to the leasing process.

14. Unit Owners may retain a house sitter or caretaker during periods of Owner(s) absences. A house sitter and/or caretaker are defined as person or single families temporarily residing in and responsible for complete Units during temporary absences of the owners or lessees. They are subject to the provisions of the Bylaws and Covenants, including the Rules and Regulations of the Association.

15. In the event a lessee, house sitter, and/or caretaker fails to comply with the Bylaws, Covenants, Rules and Regulations, or becomes a public nuisance, the Association, after notification to the Owner, **may** initiate action against the Owner requiring the Owner to evict the offending Lessee. Such proceedings shall be taken in accordance with the Woodbrook Townhouse Owner's Association rules, policies, regulations, covenants and declarations. The prevailing party in such proceedings shall be entitled to an award of reasonable attorney's fee, cost of collection of the judgment and related costs.