

MARKUP #1 ->

3. The members of the Association grant to the Board of Directors, the Architectural Committee, and the Association Manager an easement for ingress and egress to their units for the purpose of providing care, upkeep, maintenance, and repair.

VII. USE AND LEASING

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.

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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.

MARKUP #1 · FAIR HOUSING ACT (FHA) LIABILITY RISK

BOARD & COUNSEL REVIEW

Sec. VII (p. 13): Pet restriction clause lacks mandatory statutory carveout for assistance and emotional support animals.

Statutory / Legal Reference: 42 U.S.C. § 3604(f)(3)(B) & 24 C.F.R. § 100.204 (Fair Housing Act - Assistance Animals) & HUD FHEO-2020-01

Statutory Comparison: Under federal Fair Housing Act regulations (42 U.S.C. § 3604(f)(3)(B), 24 C.F.R. § 100.204, and HUD Notice FHEO-2020-01), associations cannot apply pet restrictions, breed bans, weight limits, or pet fees/deposits to an individual with a disability who requires a service animal or emotional support animal.

CURRENT WORDING IN DOCUMENT:

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.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided, however, that these pet restrictions, breed prohibitions, weight limitations, and pet fees shall not apply to verified assistance animals, including service animals and emotional support animals required as a reasonable accommodation under the Fair Housing Act (42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204; HUD Notice FHEO-2020-01).