

Rental, Leasing & Guest Policy and Definitions

Effective October 1, 2007

From: "Morris Guthrie" <morrisgu@bellsouth.net>
To: <Undisclosed-Recipient:;>
Sent: Thursday, August 30, 2007 4:22 PM
Attach: Rental and Leasing Policy.doc
Subject: Fleetwood Rental & Leasing Policy;Effective 10-1-07

To all Fleetwood Residents

Fleetwood Renting, Leasing and Guests

Due to some confusion and misinterpretation the Board of Directors has found it necessary to clarify Section 13.1, Renting and Leasing of Units, in the Documents and The Fleetwood Policy concerning Guests of owners. Section 13.1 clearly states that transient tenants are not permitted. See the attached, extracted from the Documents. No changes have been made to this section, however some definitions and explanation were determined to be necessary. They are also shown on the attachment. Just to summarize they are very simple:

A guest is an invitee staying in the unit with the owner present.

Family members of an owner may be invited to stay in a unit in the absence of an owner.

The family guests must be identified to the Board with the duration of the stay.

Requests for non family members to stay in a unit in the absence of the owner may be submitted to the Board for consideration for a period of up to two weeks.

Guests and visitors to Fleetwood are invited to enjoy the amenities, including the pool. Adults are not required to be accompanied by the owner.

The attached policy document with the Definitions and Explanations is to become effective October 1, 2007. The policy was approved by the Board of Directors, after consultation with the Board attorney on August 3, 2007.

Please bring any questions to the annual meeting September 10, or contact any Board member. Note that this new release replaces the release of 5-13-07.

Morris Guthrie

President

8-30-07

Fleetwood Plaza Rental and Leasing Policy

The rental and leasing policy is defined in the Documents, Section 13.1, which follows. Explanation follows in the last section.

Section 13.1 Renting or Leasing of Units.

Units may be rented only in their entirety; no fraction or portion may be rented. No transient tenants shall be permitted. All leases must be for a term of not less than one (1) year except by written permission of the Board of Directors in its sole discretion. No more than six (6) units can be leased at any one time except in the case of hardship, which shall be determined by the Board of Directors in its sole discretion. All leases and lessees are subject to the provisions of the Declaration, Bylaws, and Rules and Regulations. The Unit Owner must make available to the tenant copies of the Declaration, Bylaws, and Rules and Regulations. All leases and lessees are subject to the approval by the Board of Directors which shall not be unreasonably withheld. Unit Owners must provide the Board with a copy of the proposed lease and arrange for an interview between the prospective tenant and the Board or its designee, prior to allowing occupancy of the Unit by a tenant. The Board shall not discriminate against any prospective tenant on the basis of race, religion, national origin, age, disability, familial status or for any other unlawful purpose.

“Leasing” for purposes of this Declaration is defined as regular occupancy of a Unit by any person other than the Owner for which the Owner receives any consideration or benefit, including a fee, service or gratuity.

Definitions & Explanation

Guests are welcome to visit owners at Fleetwood and enjoy the amenities.

1. For purposes of determining whether a unit is being leased, the term “guest(s)” means invitee(s) of a unit owner who are staying at the unit and the unit owner must be present. The only exceptions to this are immediate family, i.e., parents, siblings, children and grand children. In the absence of the owner, these family guests must be accompanied by a responsible adult. Family guests must be identified and the duration of the stay must be communicated to the Board in advance

Requests for non family guests must be submitted to the Board, in advance and in writing, for consideration. Stays for approved exceptions shall not exceed (2) two weeks time.

2. For purposes of interpreting the meaning of “Leasing” as set forth in Article 13, Section 13.1 of the Declaration, “any consideration or benefit” means any kind or type of favor, exchange, or promise of a future exchange. Free use of a unit will still be considered “leasing” in the sole discretion of the Board of Directors. Furthermore, a gift by a unit owner in the form of occupancy of a unit for a period of time in excess of (2) weeks is also deemed to be “leasing”.