

**SEAPOINTE VILLAGE II CONDOMINIUM ASSOCIATION, INC.
COUNCIL RESOLUTION BY UNANIMOUS CONSENT IN LIEU OF MEETING
CONCERNING COLLECTION OF DELINQUENT ACCOUNTS**

The undersigned, being all the members of the Council of Seapointe Village II Condominium Association, Inc., a New Jersey non-profit corporation (the "Association"), do hereby authorize and approve the actions set forth in the following resolution, pursuant to N.J.S.A. 15A:6-7(c) and the Bylaws of the Association, without a formal meeting, and do hereby consent to the following actions of the Association, which are hereby deemed effective as of the date set forth herein below.

WHEREAS, from time to time unit owners become delinquent in their payments of regular and special assessments and fail to respond to the demands from the Council by and through the Manager to bring their accounts current; and

WHEREAS, the procedure for collection of delinquency is set forth in the Master Deed and Bylaws of the Association.

WHEREAS, the Association's Council deems it to be in the best interest of the Association to adopt a uniform and systematic procedure consistent with the Master Deed and Bylaws for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to proceed with a collection so as to minimize loss of assessment revenue; and

WHEREAS, the Council has directed the Association's Property Manager to pursue the collection of assessments and believes this policy will afford the Manager clear guidance on how to deal with delinquencies without the need to seek out the instructions from the Council;

BE IT RESOLVED, That pursuant to Section 13.08 of the Master Deed of the Association, there is hereby levied against any installment of a regular or special assessment which is not paid in full as of the tenth (10th) of the month wherein such assessment is due, a late fee in the amount of \$25.00 which the Property Manager is authorized and directed to charge to and collect from a delinquent unit owner, and that interest shall accrue on such outstanding assessment at a rate established by the Council from time to time consistent with the New Jersey Condominium Act (the "Act") and Section 13.08 of the Master Deed until paid in full; and be it further

RESOLVED, That, the Property Manager is hereby instructed to follow the following collection procedures.

1. The Property Manager shall send any unit owner who is more than thirty (30) days delinquent in a payment of a regular or special assessment, or other charge authorized by the Association's governing documents ("Assessments"), a written notice (the "First Notice") of the late fee and a request for immediate payment; and

2. The First Notice sent by the Property Manager to a delinquent owner shall state that any request for a special consideration of hardship circumstances including all reasons why the Council should consider the request, must be submitted in writing to the Council before the assessment becomes sixty (60) days delinquent; and

3. The Property Manager shall send to a unit owner who is more than sixty (60) days delinquent in the payment of assessments, written notice (the "Second Notice") that if the account is not paid in full within fifteen (15) days, the matter will be turned over to the Association's attorneys for handling and that additional costs including attorneys' fees will be assessed against the unit; and

4. If payment is not received within fifteen (15) days of the mailing of the Second Notice, the Property Manager shall turn over the matter to the attorneys for the Association who shall serve upon the unit owner a written notice (the "Third Notice") which shall comply with the Fair Debt Collection Practices Act, and which shall indicate that an action shall be commenced against the unit owner personally for collection of the outstanding assessment and that a lien has been placed on the subject unit for the outstanding. Assessments, accelerated as permitted by the Association's Governing Documents.

5. Pursuant to Section 15.02 of the Master Deed, in the event a Unit Owner shall fail to pay any assessment levied against a leased Unit, after issuance of the First Notice, the Property Manager shall notify the lessee of such Unit in writing of the amount due, and within fifteen (15) days after the date of such notice, the lessee shall be instructed to pay the Property Manager such unpaid assessments, up to one (1) months rental installment for any given month.

6. The Property Manager is directed to consult with the Association's attorneys and to turn over for collection immediately any account where (i) the Unit Owner has filed for protection under or is the subject of relief under the United States Bankruptcy Laws, or (ii) a Lender, or permitted mortgagee has commenced any action for foreclosure of its lien against the subject Unit.

7. All contacts with the delinquent Unit Owners once the matter has been turned over to the Association's attorneys shall be handled through the Association's attorneys. Neither the Property Manager nor any of the Council Members shall discuss the collection of the accounts directly with any Unit Owner after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or consents to the contact.

8. All sums collected under the delinquent account will be remitted to the Association in care of the Association's attorneys until the account has been brought current.

9. The Association's attorneys legal fees associated with the collection of delinquent assessment shall be assessed against each delinquent Unit and its Owners (including repeat offenders) when the account is turned over to the Association's attorneys for collection.

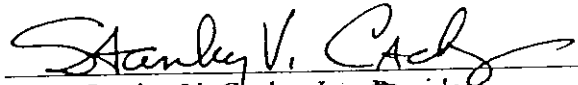
10. Where, at the expiration of the period specified in the Third Notice, an account remains delinquent and without a payment plan embodied in the signed Stipulation for Judgment or a signed Agreement by the Unit Owner, or in the event of a default on the terms of either Agreement, the Association's attorneys are authorized to take further action as they in consultation with the Council President, believe to be in the best interest of the Association including but not limited to:

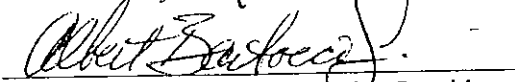
- a. Filing a suit against the delinquent Unit Owner(s) for any money due;
- b. Acceleration of the balance due in accordance with the terms of the Association's Governing Documents;
- c. Institution of a non-traditional action for foreclosure of the Association's lien;
- d. Filing a Proof of Claim in the Bankruptcy Court; or
- e. Instituting a judicial action for foreclosure of the Association's lien and seeking the appointment of receiver for the Unit;


11. The Council reserves the right to modify these policies on a case by case basis and may in its sole discretion waive late fees, interest and penalties as part of any collection effort, but the Council may not waive principal, except by Order of Court or by operation of law;

12. Any amounts collected, not otherwise designated by the Council, shall be applied first against past due late fees, interest and penalties, and then against principal; and be it further

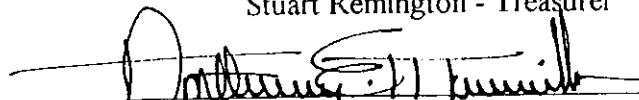
RESOLVED, That a copy of this Resolution shall be sent to all unit owners at their last known address. This Resolution was adopted by the Council on MAY 16, 1995 and shall be effective on MAY 1, 1995.


Stanley V. Cache, Jr. - President


Albert Bertocci, Jr. - Vice President


Regina G. Stubblebine - Vice President

Stuart Remington - Treasurer


Anthony E. Marinello - Secretary