

**SEAPOINTE VILLAGE II CONDOMINIUM ASSOCIATION, INC.
COUNCIL RESOLUTION BY UNANIMOUS CONSENT IN LIEU OF MEETING
ESTABLISHING REGULATIONS GOVERNING THE
TRANSFER AND LEASE OF DWELLING UNITS**

WITNESSETH:

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, Articles 15 and 16 of the Master Deed provides certain restrictions on the leasing of Dwelling Units and certain policies concerning the conveyance of Dwelling Units;

WHEREAS, the Association has determined that specific guidelines, in the form of Rules and Regulations must be put in place to address the sale and rental of Dwelling Units;

WHEREAS, the Association wishes to enact regulations which will enable it to keep track of the conveyances of units and control the leasing of units including the short term leasing during the summer months and to defray the administrative cost attendant thereto, to insure compliance with the governing documents including rules and regulations by owners and tenants and to protect the common facilities which might be damaged by Tenants;

THEREFORE, BE IT RESOLVED that the Association hereby adopts the following policies and regulations governing the transfer and lease of Dwelling Units;

1. As to Sales:

a. Each Unit Owner shall notify the Association's Property Manager in writing at the Association On-Site Management Office, of any contract for the conveyance of a Dwelling Unit within the Association, including the date that the transfer is projected to occur as well as the name and address of the purchasers and their attorney. Notice shall be provided within seven (7) days of the Unit Owner's receipt of a fully executed agreement of sale.

b. Each seller will be assessed an administrative charge in an amount of \$100.00 or such other amount set by resolution of the Council to be paid at or prior to settlement to offset the cost of processing the information relative to the transfer. The Association shall provide the Unit Owner with the information described in Section 16.01(a) and (b) of the Master Deed and such other information that may be required and the New Jersey Condominium Act (the "Act") and regulation promulgated thereunder. The purchasers will thereupon receive notification of the status of the maintenance assessments relative to the unit being purchased.

c. There will be an additional \$100.00 charge assessed to the purchaser to defray copying costs, if a copy of the governing documents must be provided by the Association to the purchaser.

d. If the administrative charge is unpaid at the time of closing on that Dwelling Unit, then it will be added to the next monthly assessment payment for each Dwelling Unit and will be collected in the same manner as the regular monthly payments.

2. As to Leases:

a. All leases for Dwelling Units at the Association shall be in writing. No owner may lease less than an entire Unit and the Unit may only be used for normal residential purposes and not for commercial purposes.

b. Any Unit Owner who leases any Unit shall, prior to the commencement of such lease, supply to the Property Manager of the Association the name of each such tenant, the term of such lease, a copy of the lease and the completed and fully executed lease rider, the form of which is attached hereto as Exhibit "A". The form of each lease must be pre-approved by the Association. For that reason, the Association adopts as a standard form lease rider, the rider attached as Exhibit "A".

c. When a Unit Owner rents or leases to two (2) or more unrelated persons, each person must sign the lease and lease rider. If the number of occupants living in a unit differs from that stated in the lease/lease rider, the tenant will be deemed in breach of his lease and subject to eviction.

d. Each Unit Owner shall inform his prospective tenant(s) that the tenant(s) is (are) obligated to abide by the governing documents and rules and regulations of the Association.

e. If the Unit Owner is in arrears of his assessments, fines or other payments, the tenant(s) may be denied parking and recreational privileges consistent with Section 15.02(a) of the Master Deed. The Association may request that the tenant make payment to the Association of his/her rent and that the Association will apply same to the Unit Owner's outstanding balance. Failure of tenant(s) to make such payments to the Association will be a violation of the Master Deed and these rules and regulations and subject to the remedies set forth herein.

f. **Parking & Recreational Passes.** Each Tenant shall be permitted to use only the number of parking spaces designated for that Dwelling Unit. All parking passes and recreational passes are the property of the Association and shall be returned at the conclusion of the lease.

g. Failure to comply with these regulations concerning the lease of units shall result in the imposition of a fine in an amount to be determined by the Council, which shall be added to the monthly assessment and collected in the method provided for collecting assessments in the governing documents. In addition, the Council may exercise all of its rights permitted by law and the governing documents.

BE IT FURTHER RESOLVED, that in order to administer the provisions of these Resolutions governing leases, and consistent with the authority granted under Section 15.03 of the Master Deed the Unit Owner shall be assessed, regardless of the duration of the lease, a non-refundable administrative fee of \$40.00 or such other amount as the Council may fix from time to time for each lease. If the administration charge is not paid upon presentation of the lease to the Property Manager then it will be added to the next monthly assessment and will be collected in the same manner as the regular monthly assessments.

BE IT FURTHER RESOLVED THAT, the Association, consistent with the provisions of Section 15.03 of the Master Deed hereby establishes and assesses against each Unit Owner whose leases his/her Unit a refundable security deposit in the amount of \$250.00, or such other amount as the Council may fix from time to time, to be held as security against and for use in the event of the non-payment of assessments, the failure of the Unit Owner or his/her lessee to abide by all of the terms of the Master Deed, Bylaws or Rules and Regulations, and for damage to the Common Elements caused by the Tenant or Unit Owner. The amount held as security may be commingled with other funds of the Association. The amount held, less any portion used by the Association as permitted above, shall be refunded to the Unit Owner after the termination of the lease, within thirty (30) days after written request made by the Unit Owner, which request may not be made until termination of such lease. The Council further reserves the right to further assess the Unit Owner an amount necessary to replenish such portions of the security deposit utilized by the Association as permitted above. This resolution regarding security deposits shall apply only to leases whose commencement date shall be on or after January 1, 1996.

The foregoing resolutions have been adopted effective MAY 1, 1995.

Stanley V. Cash

Regina G. Stebbins

Albert E. S. S. S.

Anthony J. S. S.

SEAPOINTE VILLAGE II CONDOMINIUM ASSOCIATION, INC.
REGULATION OF LEASED DWELLING UNITS
LEASE RIDER

This Rider to the Lease Between _____ (hereinafter "landlord"/"unit owner") and _____ (hereinafter "tenant(s)") entered into this _____ day of _____, 1995.

It is hereby agreed to as follows:

1. ADDENDUM. This instrument shall constitute a rider to a Lease Agreement for the following Unit _____. Any inconsistency between this Rider and the Lease Agreement, to which this Rider is attached, shall be construed in favor of this Rider.
2. LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Association governing document, including the Master Deed, By-Laws and Rules and Regulations of the Association, constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Association's governing documents, the governing documents will control.
3. VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with the Association governing documents as defined in the preceding paragraph constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant violates a provision of the governing documents and, after notice by the Association or the Landlord, continues to violate the governing documents, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings and notify the Association of the commencement of those proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will then be responsible to pay the Association's legal fees and costs in such proceedings.
4. NO AMENDMENT OR SUBLET. The tenant will not sublet all or part of the unit being leased without consent of the Association.
5. INJURY DAMAGE OR LOSS. The tenant promises to give the unit owner and the Association prompt notice of any accident to or defects in the water pipes, gas pipes, heating apparatus, or other equipment or appliances in the unit.

The Association may enter the unit without the consent of the tenant in case of emergency. The Association shall not be responsible for any damage resulting from such entry except damage caused by its own negligence.

The tenant is liable to the unit owner and the Association for any damage sustained by the unit owner or any other unit owner and caused by the tenant or the guests, family, agents or employees of the tenant.

6. FAILURE OF UNIT OWNER TO PAY ASSOCIATION DUES. If a unit owner is in arrears of his assessments, tenants privileges, including parking and recreational privileges may be suspended. If a unit owner is in arrears, the Association may request in writing that the tenant make all payment to the Association of its rent due after the date of the notice and that the Association shall apply same to the unit owners outstanding balance. Any surplus will be sent to the unit owner. Failure of the tenant to make payment of rent to the Association will be a violation of this Lease Rider and subject to the remedial action provided above, including but not limited to eviction.

7. OCCUPANTS. The tenant(s) will comply with the Municipal Code of Lower Township regulating the number of people allowed to reside within a unit. The following persons, whose names and ages are listed below for identification purposes for Association record keeping will occupy the unit:

Name: _____

Name: _____

Name: _____

Name: _____

IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT THE TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO EVICTION.

7. PETS. The Tenant acknowledges that no pets are permitted except as permitted in the Association governing documents.

Dated this _____ day of _____, 1995.

WITNESS:

By: _____
Unit Owner

Unit Owner

By: _____
Tenant

Tenant

**SEAPOINTE VILLAGE II CONDOMINIUM ASSOCIATION, INC.
COUNCIL RESOLUTION AMENDING
POLICY ON FEES ASSOCIATED WITH LEASE OF DWELLING UNITS**

The following resolution was unanimously approved by all the members of the Council of Seapointe Village II Condominium Association, Inc., a New Jersey non-profit corporation (the "Association"), pursuant to N.J.S.A. 15A:1-1 et seq. and the Bylaws of the Association, at a duly called meeting held on October 18, 1997 at which a quorum was present.

WHEREAS, the Association adopted by Council resolution dated May 1, 1995 a policy and regulation, consistent with its authority under the Association's governing documents, concerning the lease of dwelling units, which policy established, among other things, certain fees due from unit owners associated with the commencement of each lease and which fees were established to reimburse the Association for costs it incurs in connection with each such lease transactions.

WHEREAS, Articles 15 and 16 of the Master Deed specifically provide for certain restrictions on the lease of Dwelling Units within the Association.

WHEREAS, the Association has determined, that such guidelines, rules and regulations, and policies should be modified with respect to the lease of Dwelling Units;

THEREFORE, BE IT RESOLVED that the Association hereby adopts the following policies and regulations governing the transfer and lease of Dwelling Units;

1. The Council Resolution dated May 1, 1995 is hereby amended as follows:

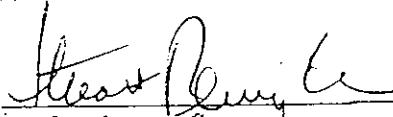
For each and every lease, regardless of the term, which commences on or after September 8, of a given year and expires on or before May 23 of such year (the "Off Season"), the Association hereby assess a non-refundable administrative fee of \$25.00 or such other amount as the Council may fix from time to time for each such lease which commences and expires during the Off Season. In all other cases the administrative fee due in connection with each such lease shall be as provided in the Resolution date May 1, 1995. If the administrative fee is not paid upon presentation of the lease to the Property Manager, as required by the governing documents, then it will be added to the next monthly assessment and will be collected in the same manner as regular monthly assessments.

BE IT FURTHER RESOLVED THAT, except as amended above the terms of the Resolution dated May 1, 1995 shall remain in full force and effect.

The foregoing resolution has been adopted on October 18, 1997 and is deemed effective for any lease commencing on or after January 1, 1998.

Secretary's Certificate

The foregoing represents a true and correct copy of the Resolutions adopted by the Council
on Saturday, October 18, 1997.


Stuart Remington, Secretary