

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, AUGUST 6, 2025 at 7:00 PM WILLOW HALL

Board Meetings are essential to running an Association, so keeping them as efficient and productive as possible is vital! The rules of Public Comment and Participation in the open portion of the Board meeting are as follows: Residents will be allowed a three-minute comment or question related to the topic on the agenda when it is being discussed or presented by the Board of Trustees. Everyone is expected to remain civil and use respectful language, avoiding personal attacks. There will be a maximum of two appearances at the podium.

- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL

APPEARANCES: Michael Polulak from McGovern Legal Services, LLC

ITEMS TO BE VOTED ON:

1. Motion to waive the reading of the minutes.
2. Motion to approve the July 2, 2025, minutes.
3. Motion to approve the Policy regarding Seasonal and Holiday Decorations.
4. Motion to authorize the Association to list 41A Edinburgh Lane with Coldwell Banker Flanagan Realty at a price determined by the Board of Trustees, with the proceeds from the sale satisfying the delinquent balance on the account and allocation of the remaining profit to be determined by the Board of Trustees at the time of the sale.
5. Motion to adopt the operating budget, reserve funding, and maintenance fee schedule for the FYE 9/30/26, as presented at the meeting on July 23, 2025.

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS

- Architectural Committee (Joy Carmody)
- Community Services Committee (Anne Niebergall)
- Finance Committee (Patricia Hansen)
- Administration Committee (Mary Rose McCarthy)
- Election Committee (Mary Lou Doner)

II. RECREATION REPORT

(Mary Lighthipe)

III. COMMUNITY MANAGER'S REPORT

(Jackie Ascione)

IV. BOARD OF TRUSTEES REPORT

(Ivan Gilbert)

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, AUGUST 6, 2025 at 7:00 PM WILLOW HALL

UNFINISHED BUSINESS

NEW BUSINESS

1. Policy, "Document Retention, Inspection, Production, Destruction."
2. Revisions to Architectural Specification 2_6, "Installation of Window Shutters."
3. Cluster Mailboxes

The next open Board meeting will be held on Wednesday, September 3, 2025, at 1:00 p.m. in the auditorium of Willow Hall.

• **ADJOURN OPEN MEETING**

RESIDENT COMMENTS/QUESTIONS PERIOD:

- ★ Rules of Public Comment and Participation in the Open Forum are as follows;
 - In general, residents' questions and comments should be addressed to the interest of all residents. To resolve personal or maintenance issues, contact the Department Manager and, if necessary, the Community Manager.
 - The Open Forum is not a time for debate or cross-examination of our neighbors serving as Trustees.
 - This is an opportunity for residents to be heard, but everyone must remain civil, use respectful language, and avoid personal attacks.
 - The Open Forum will be limited to one hour, but may end sooner if only a few residents address the Board.
 - Residents may comment or ask a question and will be allowed three minutes to do so. If necessary, the Board of Trustees will be allowed to make a two-minute comment or answer, and the resident will be permitted a one-minute follow-up question.
 - Maximum two times at the podium.
 - If a resident cannot ask questions or comment in person, the Board may be emailed at bot@lvwa.net. Emails will be reviewed at a Board of Trustees workshop meeting. Statements and opinions of village-wide significance will periodically be addressed at an Open Board of Trustees Meeting or in the Manager's Corner of the LVW News Magazine.

Board President Ivan Gilbert called the meeting to order at 1:02 PM, followed by the Pledge of Allegiance.

Roll Call:

PRESENT: Trustees:
- President: Ivan Gilbert
- Vice President: Wayne Steinman
- Treasurer: Louis Maiocco
- Assistant Treasurer: Steven Leslierandal
- Secretary: Joyce Carmody
- Assistant Secretary: Fay Weinstein

Management Staff:
- Community Manager: Jackie Ascione
- Association Clerk: Juliana Della Donna

ABSENT: - Accounting Administrator: Michelle Lampard

REORGANIZATION OF OFFICERS:

W. Steinman – Vice President

APPEARANCES:

Kevin DelRocini and Michael Polulak from McGovern Legal Services, LLC, were present to address concerns and answer questions from residents regarding the LVWA Foundation. (Kevin DelRocini left the meeting at 2:23 p.m.)

ITEMS VOTED ON: *(Continued in Community Manager's Report)*

J. Carmody moved to waive the reading of the minutes. W. Steinman seconded. A vote was called, and all were in favor. The motion carried.

F. Weinstein moved to approve the June 4, 2025, minutes. S. Leslierandal seconded. There were questions and comments from the audience. A vote was called, and all were in favor. The motion carried.

W. Steinman moved to contact with Comcast Business to provide business services for the Association office, the Maintenance office, the Common Buildings, and the Gate Houses for the period of the bulk contract. F. Weinstein seconded. There was a question from the audience. A vote was called, and all were in favor. The motion carried.

L. Maiocco moved to approve the revisions to the Policy for "Open Houses." W. Steinman seconded. There was no discussion. A vote was called, and all were in favor. The motion carried.

S. Leslierandal moved to approve the revisions to Policy, "Religious Events and Displays." L. Maiocco seconded. There were questions and comments from the audience. A vote was called, and all were in favor. The motion carried.

J. Carmody moved to contract with Universal Fitness for the annual maintenance of the gym equipment for a cost of \$1,706.00. The funds to meet this expense will be provided by account #8430 – Repair and Maintenance/Recreation Equipment. S. Leslierandal seconded. A discussion took place between the Board and the Recreation Director, with questions and comments from the audience. A vote was called, and all were in favor. The motion carried.

F. Weinstein moved to approve the contract with Benjamin Franklin Plumbing to install a new sewage grinder pump for the Willow Pool bathrooms and make all necessary repairs to ensure the Willow Pool bathrooms function properly for \$5,861.18. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. W. Steinman seconded. There was a comment from the audience. A vote was called, and all were in favor. The motion carried.

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS:

- Barbara Owens, Chairperson, presented a report on behalf of the Architectural Committee.
- Anne Niebergall, Chairperson, presented a report on behalf of the Community Services Committee.
- Patricia Hansen, Chairperson, presented a report on behalf of the Finance Committee.
- Mary Rose McCarthy, Chairperson, presented a report on behalf of the Administration Committee.
- Mary Lou Doner, Chairperson, presented a report on behalf of the Election Committee.

II. M. Lighthipe, Recreation Director, presented a report on behalf of the Recreation Department.

III. COMMUNITY MANAGER'S REPORT: (J. Ascione)

- Management is actively addressing the concerns of the Village and reevaluating the issues raised by residents. Residents are encouraged to submit all work orders through the LVWA website, as this enables better tracking and documentation for both the resident and the department, as well as service and grounds management. However, residents may still submit their requests by phone if they prefer. Many residents use the BOT email address, which is sent to the Board and Management. The emails are then forwarded to the relevant department, which may cause delays in responses. All emails are now listed in the LVW magazine. Residents are encouraged to register on the LVWA website. There will be an event called "Tech 101," where the Manchester High School Football team will provide technical assistance to those who may have difficulty using their devices. This event is scheduled for Tuesday, July 22, from 12:00 p.m. to 2:00 p.m.
- The Association received over 2,200 HOPA forms, exceeding the 80 percent requirement of the Housing for Older Persons Act, and is now in compliance.
- The Board is working with Comcast to change the pedestals for service to unground vaults where acceptable for the maximum service. Residents may submit their concerns or questions to comcastconstructionconcernsonly@lvwa.net.
- The gutter cleaning cycle is now complete, and maintenance is halfway through the community. Gutters are cleaned twice a year: once in spring and once in late fall.
- The cedar shake project for this year is complete and will resume in October 2025 for the next fiscal year.
- Inspections of five-foot areas are currently being conducted. Residents should consult their Resident's Handbook for the regulations and must obtain a permit when hiring a contractor for the work.

- Residents are reminded not to walk across the shuffleboard courts at Club Encore. Many are taking shortcuts instead of using the sidewalk, which can pose a safety risk. Everyone should use the designated walking path and only cross the streets at marked crosswalks or corners. If you cannot use the walking path for any reason, please walk facing traffic for your safety. It is also recommended that you keep your pets on your left side to prevent them from straying into oncoming traffic.
- For safety and the safety of others, bikes and motorized vehicles should travel in the same direction as traffic on the roadway.
- A copy of LVW's letters from the insurance company and attorney has been provided to lenders and realtors upon request due to ongoing litigation concerns. There have been no further delays in mortgage approvals related to this litigation. In June, there were 13 closings, and currently, 24 additional closings are pending.
- We have received numerous calls regarding the scheduling of maintenance in and around the units. Several water line breaks have been occurring, primarily due to the aging infrastructure of the community. Since January 2025, the service department has addressed over 50 water breaks. Each repair takes between two and three days, requiring approximately two staff members to complete.
- The plan to seed half the village each year will continue. Work will begin in Fall 2025, as it is the best time to plant any type of seeds.
- For any issues related to grass cutting, please contact grasscuttinghotlineonly.com. Your concerns will be forwarded to Turf Masters for resolution.
- The Budget meeting will be held on Wednesday, July 23, 2025, at 7:00 p.m. in Willow Hall.
- (V. Demeski) There are two wells that require new pumps and motors, and two additional wells that need reconditioning. This work must be performed by an outside licensed contractor. Management reached out to several licensed well companies, but only one provided a pricing proposal. Management is recommending that Environmental Technical Drilling replace four wells for redevelopment and install new pumps and motors at a cost not to exceed \$30,000.00. The funds to meet this expense will be provided by account #3260 – Capital Replacement/Well Motors. *F. Weinstein moved to approve Environmental Technical Drilling to replace four wells for redevelopment and install new pumps and motors at a cost not to exceed \$30,000.00. The funds to meet this expense will be provided by account #3260 – Capital Replacement/Well Motors. S. Leslierandal seconded. There was no discussion, and a vote was called. All were in favor. The motion carried.*
- On or about August 14, 2018, the Association came to own 41A Edinburgh Lane (the "Unit"). Ownership arose out of the Association's foreclosure of a certain assessment lien recorded against the Unit in favor of the Association. The Association took ownership from the Sheriff of Ocean County on a bid of \$100.00 without any money actually being exchanged. To date, the Association owns the property free and clear of all encumbrances. The Association began renting the property on May 15, 2017. On July 1, 2025, the long-term tenant of the Unit is scheduled to move to another property within the Association. Pursuant to the Association's Amended and Consolidated Master Deed and Declaration of Restrictive and Protective Covenants (the "Master Deed"), Section Entitled "Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants," Subsection 13, "[t]he Association shall have the power to bid in the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey." Please be advised that the Association's Board of Trustees believes it is in the best interest of the Association to exercise its power to convey its ownership of the Unit to a new owner. To that end, over the next couple of weeks, the Association will begin readying the Unit for sale; however, the actual decision to list

the Unit for sale and the terms of such listing will not be finalized until voted upon by the Board at the August 2025 open meeting. Please look for this item on the agenda for the August meeting. While nothing can be confirmed at this time, the current intent is to list the Unit for sale for fair market value on the open market, utilizing a realtor's services.

- GreenVest, LLC is an environmental services company that provides ecological restoration services to communities throughout the State of New Jersey. Mapping Staff have identified the property located off both Huntington and Buckingham Drive (Block 38.107, Lots 10 and 26 respectively) as site that may benefit from a restoration project. GreenVest will require temporary, limited access to the property to conduct non-intrusive field investigations necessary for completing environmental assessments in connection with a potential restoration project. The Letter of Agreement will provide GreenVest with permission to enter the property at dates, times, and for a duration acceptable to the Association, to conduct studies and tests for a period of 365 days from the date of signature. The LOA further serves as a mechanism to permit GreenVest to proceed with a detailed review and analysis of the property to determine the full potential for a preservation/restoration project and to ascertain the potential easement area needed to conduct the improvements as may be designed. To begin the study, GreenVest requires an executed copy of the LOA. A preliminary site map showing the property outline and the up to 101.8-acre aggregate of potential preservation/restoration area. If the study reveals that the property and the environment would benefit from a preservation/restoration project, and LVWA is in full agreement, an Option Agreement will be prepared detailing the terms for a permanent easement, which would be conveyed prior to the commencement of the preservation/restoration activities. Upon closing, there would be a minimum of \$5,000 per acre for any easement area within the "Area of Interest". *F. Weinstein moved to accept the Letter of Agreement for GreenVest, LLC. J. Carmody seconded. There were questions from the audience. A vote was called, and all were in favor. The motion carried.*
- The Board announced that, after consulting with LVW legal counsel, the Association will not publish or rebroadcast audience comments/questions from the open forum following the Board's open meetings. M. Polulak provided further explanation.

IV. BOARD OF TRUSTEES REPORT: (I. Gilbert)

- A statement was issued to address the changing tone and atmosphere within the community, which has affected the rise in emails to the Board of Trustees (BOT) and discussions on social media. The objective is to maintain civility, accuracy, and mutual respect among one another in order to preserve the integrity of the Village and move forward together.
- The Board issued a statement regarding the removal process for a former Board member who was removed on June 4, 2025.
- The Board addressed in a statement some of the feedback the Board has received regarding the new Community Manager.
- The next "Coffee with the Board" will be held on Saturday, August 2, 2025, at 9:00 a.m.

NO UNFINISHED BUSINESS.

NEW BUSINESS

1. A new Policy regarding "Seasonal and Holiday Decorations" was presented as attached to the agenda. The Board will vote on this at the next open Board meeting on August 6, 2025.

The Budget meeting will be held on Wednesday, July 23, 2025, at 7:00 PM in the auditorium at Willow Hall. The next open Board meeting will take place on Wednesday, August 6, 2025, at 7:00 PM in the auditorium of Willow Hall.

There being no further business, the Board meeting adjourned at approximately 4:57 PM.

Samantha Bowker
Administrative Assistant

Joy Carmody
Board Secretary

Approved: PENDING

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

POLICY REGARDING SEASONAL AND HOLIDAY DECORATIONS

WHEREAS, the Leisure Village West Association, Inc. (the "Association") was formed by the filing of a certain Certificate of Incorporation on May 31, 1972, with the Secretary of State of the State of New Jersey having its offices at 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was established and exists by certain Master Deeds with attached Bylaws recorded on January 10, 1978, in the Ocean County Clerk's Office in Deed Book 3683 page 51 et. seq., and as amended from time to time (collectively the "Master Deed"); and

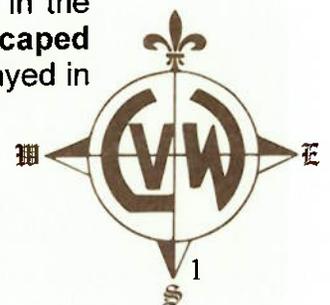
WHEREAS, the Association's Master Deeds were amended and consolidated and recorded on July 30, 2014, in the Ocean County Clerk's Office in Deed Book 15860, Page 1840 et seq; and

WHEREAS, the Leisure Village West Association Board of Trustees pursuant to Article VI, Section 1. A, of the Bylaws is empowered to exercise all operations, maintenance, cleaning, sanitation, upkeep, and protection of the buildings in each condominium and their general and limited common elements; and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing the installation, dimensions, and use of seasonal and holiday decorations in **exclusive use areas and limited common areas of units** in the Community that are consistent with Federal and State law,

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter. These rules are adopted by the Board of Trustees of Leisure Village West Association on _____.

1. Unit owners may **ONLY** display seasonal and holiday decorations in the **exclusive use areas** of their unit and in the **permanently landscaped area (known as the "5-foot area")**. The decorations must be displayed in the time, place and manner herein described.



2. Definitions:

- a. Owner--any association unit owner. For the purpose of this rule only, "owner" also includes a tenant who has the permission of the unit owner to install seasonal or holiday decorations
- b. Exclusive-use area--the limited common areas in which the owner has a direct or indirect ownership interest and that is designed for the exclusive use of the owner as defined in the Master Deed association document (e.g, portico or patio)
- c. Seasonal decorations --For purpose of this rule, seasonal decorations are defined as temporary decorations lights, projections, banners, lawn flags, objects, or wreaths, that display symbols, illustrations, words or phrases associated with winter, spring, summer, and fall.
- (d) Holiday decorations--For purpose of this rule, holiday decorations are temporary decorations lights, projections, banners, lawn flags, objects, or wreaths that display symbols, illustrations, words or phrases associated with a particular national, New Jersey, Manchester Township, or religious holiday.

3. PERMITTED Type and Size of Seasonal and Holiday Decorations

The following seasonal and holiday decorations are the only types and sizes that are permitted:

- (a) Lights -- Seasonal and/or holiday lights that are clear or multi-colored and meet UL safety standards. Lights may be single string, icicle, or web type.
- (b) A total of two seasonal and/or holiday banners made of cloth or similar material that are no larger than 20"x40" if hung from flagpole brackets attached to the trim of the unit and two no larger than 13"x18" if placed in a permanently landscaped area.-
- (c) Seasonal and/or holiday objects (e.g., ornaments, figures, symbols) that are no larger than 6 feet high
- (d) Inflatable seasonal and/or holiday objects that are no larger than 6 feet high
- (e) Seasonal and/or holiday wreaths that are no larger than 4 feet in diameter
- (f) Projectors for seasonal and/or holiday decorations that are located within the unit's permanent landscaped (5-foot) area

SEASONAL OR HOLIDAY DECORATIONS THAT that use language and/or symbols that criticize, demean, or express hostility toward a religion, a religious or ethnic group, or members of a religion or religious or ethnic group, a sexual orientation or persons with that orientation, a gender identity or persons with that gender identity, a political party or members of a political party, an elected official, a law or governmental or any individual **are STRICTLY FORBIDDEN** no matter what type or size they are.

4. Location and Manner of Displaying Seasonal and/or Holiday Decorations

- (a) Seasonal and holiday lights may be placed on the trim of windows, doors, and porticos if secured by removable hooks
- (b) Seasonal and holiday lights may be placed on plants, shrubs, and trees in the permanently landscaped areas.
- (c) Decorative seasonal and holiday banners may be flown from a flagpole bracket attached to the trim of a unit or from a garden stand holder in the permanent landscaped area.
- (d) **No** seasonal and/or holiday decorations are permitted to be attached to the roof, gutters, or outside walls of a unit.
- (e) **No** seasonal and/or holiday decorations are permitted to be placed outside of the permanent landscaped area on any common property such as lawns, pathways, trees, sidewalks, or bushes.
- (f) Seasonal and/or holiday decorations must not encroach upon any common areas, the airspace of common areas, common elements of any other owner's individual unit or limited common element, or the airspace of another owner's limited common element.
- (g) Seasonal and/or holiday decorations must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the sign.

5. Timeframes for Displays:

Holiday Decorations may be displayed no earlier than 30 days before the date of the holiday and must be removed no later than 14 days after the date of the holiday.

Seasonal Decorations may be displayed no earlier than 30 days before the first day of the season and must be removed no later than 14 days after the last day of the season.

6. ENFORCEMENT

The Association will bring action for the violation of these rules. If the violation is not corrected within seven (7) calendar days after the notice, fines will be imposed for each day that the violation continues. To the extent permitted by law and/or the governing documents, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy. (See fines policy)

Board Approved: PENDING

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

July 1, 2025

To: All Owners
Re: 41A Edinburgh Lane

On or about August 14, 2018, the Association came to own 41A Edinburgh Lane (the "Unit"). Ownership arose out of the Association's foreclosure of a certain assessment lien recorded against the Unit in favor of the Association. The Association took ownership from the Sheriff of Ocean County on a bid of \$100.00 without any money actually being exchanged.

To date, the Association owns the property free and clear of all encumbrances. The Association began renting the property on May 15, 2017. On July 1, 2025, the long-term tenant of the is Unit is scheduled to move to another property within the Association.

Pursuant to the Association's Amended and Consolidated Master Deed and Declaration of Restrictive and Protective Covenants (the "Master Deed"), Section Entitled "Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants", Subsection 13, "[t]he Association shall have the power to bid in the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey."

PLEASE BE ADVISED that the Association's Board of Trustees believes that it is in the best interest of the Association to use its power to convey its ownership of the Unit to someone new. To that end, over the next couple of weeks, the Association will begin readying the Unit for sale; however, the actual decision to list the Unit for sale and the terms of such listing will not be finalized until voted upon by the Board at the August 2025 open meeting. Please look for this item on the August meeting agenda. While nothing can be confirmed at this time, the current intent is to list the Unit for sale for fair market value on the open market, utilizing a realtor's services.



Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

LEISURE VILLAGE WEST ASSOCIATION, INC. POLICY RESOLUTION NO. _____ REGARDING DOCUMENT RETENTION, INSPECTION, PRODUCTION, AND DESTRUCTION

THIS RESOLUTION (the “Resolution”) is made on this _____ day of _____ 2025, by Leisure Village West Association, Inc. (the “Association”), by and through its Board of Trustees (the “Board”), having a principal address of 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was created by the filing of a certain Certificate of Incorporation on May 31, 1972, with the Secretary of State of the State of New Jersey; and

WHEREAS, the Association’s various Master Deeds, Bylaws, and various Amendments thereto were consolidated into a single Master Deed and Bylaws, filed and recorded in the **Ocean County Clerk’s Office on July 30, 2014, in Deed Book 15,860, Page 1,840 et seq. (the “Consolidated Master Deed”)**, as amended from time to time; and

WHEREAS, Section 10 of the Association’s Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants (the “Declaration”) contained in the Consolidated Master Deed provides that “each owner, tenant and occupant of a Unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations of Leisure Village West Association and the Condominium Act of the State of New Jersey”; and

WHEREAS, the Association’s Bylaws (the “Bylaws”), Article V, Section 1 provides that “[t]he affairs of the Association shall be governed by a Board of Trustees consisting of not less than five nor more than nine members, as may be determined from time to time by the members of the Board of Trustees of the Association each of whom shall be a member of the Association and a resident of Leisure Village West”; and

WHEREAS, the Bylaws, Article VI, Section 1 provides that “[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others”; and

WHEREAS, the Bylaws, Article VI, Section 1(n) provides that the Board shall have the power “[t]o make, and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the units, common elements and Association facilities, and to amend the same from time to time as when approved by appropriate resolutions shall be binding on the owners and occupants of units, their successors in title and assigns”; and

WHEREAS, the Bylaws, Article IX, Section 1 provides that “[t]he Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant hereto, by any or all of the following: self-help; sending notice to the



offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action, summary or otherwise, before any court as may be provided by law;" and

WHEREAS the Board wishes to allow the Members access to information regarding the Association without compromising the privacy interest of other Members and without jeopardizing the Board's ability to efficiently manage the business affairs of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the retention, inspection, production, and destruction of the Association's documents are hereby adopted.

I. DOCUMENT RETENTION

A. Documents shall be retained by the Association for at least one year, with the following exceptions:

- i. Governing Documents, including the Master Deed, Bylaws, Certificates of Incorporation, Amendments, and Resolutions, shall be retained indefinitely.
- ii. Written minutes for all meetings of the Members and open meetings of the Board shall be retained indefinitely.
- iii. Electronic recordings of the meetings of the Members and open meetings of the Board, if any, shall be retained for thirty (30) days from the date the written minutes are approved.
- iv. Notice of the meetings of the Members and open meetings of the Board shall be retained for a period of two (2) years.
- v. Board election ballots shall be retained for a period of ninety (90) days from the date of the election. All other ballots shall be retained for a period of six (6) months from the date that a vote was completed.
- vi. All tax returns and audits shall be retained for a minimum of seven (7) years.
- vii. All records that support an item of income or deduction on a filed tax return or audit including, but not limited to, canceled checks, credit card sales slips, invoices, bank deposit slips, and account statements shall be retained for a minimum of seven (7) years for the filing of the relevant tax return and/or the issuance of the final audit to which it relate.
- viii. All vendor invoices shall be retained for a minimum of three (3) years.
- ix. Employment tax records, if any, shall be retained for a minimum of four (4) years after the date the tax becomes due or is paid, whichever is later.

- x. Employee job descriptions need only be current job descriptions.
- xi. Once a vendor's bid has been accepted, all other bids for that project shall be retained for six (6) months from date of acceptance of a bid.
- xii. Records relating to property of the Association shall be retained for a minimum of seven (7) years from the year in which the property is disposed of in a taxable disposition.

II. INSPECTION AND PRODUCTION OF ASSOCIATION BOOKS AND RECORDS

- A. The books and records of the Association may be inspected by Members, at the Association's management office or any other place designated by the Board where records are kept, **during normal business hours and upon written request.**
- B. Any Member requesting to inspect the books or records of the Association shall complete a Document Review Request Form and return it to the Association's management office at least ten (10) days prior to the proposed date of inspection. The current version of the Document Review Request Form is attached hereto and incorporated into this Resolution as Exhibit A.
 - i. An Association representative must be present at all times that Association documents are being reviewed. It is the responsibility of the Member making a request to schedule a time at which an Association representative (e.g., the manager) will be available to supervise the review.
 - ii. Unless otherwise agreed to by the Association, Members shall have one (1) hour to review the requested documents.
 - iii. Unless otherwise restricted by the Board pursuant to this Resolution, the Member reviewing Association books and records shall have the right to be accompanied during the inspection by any two (2) individuals, which may include a non-owner professional, chosen by the Member.
 - iv. No original documents or records may be removed from the Association's management office.
- C. Any Member requesting to copy the Association's books or records shall complete a Document Copy Request Form and return it to the Association's management office at least ten (10) days prior to the date that the Member wishes to obtain the document. The current version of the Document Copy Request Form is attached hereto and incorporated into this Resolution as Exhibit B.

D. The following documents are permitted to be reviewed and copied by Members (“Current Permitted Documents”):

i. Governing Documents:

1. Master Deed
2. Bylaws
3. Certificates of Incorporation
4. Rules and Regulations
5. Adopted Administrative or Policy Resolutions
6. Amendments

ii. Minutes from open sessions (including all attachments) including the following:

1. Open meetings of the Board (excluding Executive Sessions and Committee Meetings, which may be redacted and provided, if approved by the Board)
2. Meetings of the Members
3. Newsletters
4. Specifications for services provided to Members

iii. Financial Information:

1. Assessment records for the current and previous calendar years.
2. Income Tax Returns and audits for the current and previous calendar years.
3. Financial Statements with bank and investment account numbers intentionally deleted (Annual & Monthly) for the current and previous calendar years.
4. Real Estate Tax Records for the current and previous years.
5. Unemployment Tax Returns for the current and previous calendar years.
6. Insurance Policies and Certificates for the current and previous calendar years.
7. Annual Budget for the current and previous calendar years.
8. Current Employee Job Descriptions.
9. Executed contracts with vendors.
10. Reserve studies.

iv. Current Permitted Documents, as listed above, for the time period set forth above, will be provided for inspection and copying within ten (10) days of such request unless they are stored off premises at a secure storage location. Absent exceptional circumstances set forth in writing by the Board or its managing agent within the time prescribed herein, Current Permitted Documents stored off site will be made available within thirty (30) days of such request, unless the requested document(s) are no longer in the Association’s possession or control pursuant Section I of this Resolution.

E. Certain Association documents shall be deemed to be confidential (“Confidential Documents”) and may not be made available to Members for inspection or copy at any time without express prior approval of at least a simple majority of the entire Board. If the Board deems that such a request is for a proper purpose and approves the same, any granting of such a request may be subject to such necessary and reasonable redactions, constraints, and/or conditions as the Board or its managing agent may impose. In exercising its judgment under this or the preceding paragraphs, the Board’s decision must be made in good faith based upon the good cause factors listed in this paragraph. The Board shall consider, among other things: (1) whether the stated purpose of the request is inimical to the best interest of the Association or constitutes an unwarranted invasion of privacy; (ii) whether compliance with such request will impose an unreasonable administrative burden or expense upon the Association; (iii) the advice of counsel; or (iv) any other matters which are relevant to the welfare of the Association and its Members. If requested, the Board must inform the Member of its basis for any denial of making the requested document(s) available for inspection within five (5) days of such request, for reasons for denial.

i. Confidential Documents shall include, but shall not be limited to, the documents listed below:

1. Documents involving matters protected by the provisions of the Open Meetings Laws, such as:
 - a. Any document, the disclosure of which would constitute an invasion of individual privacy.
 - b. Any document relevant to pending or anticipated litigation or contract negotiations.
 - c. Any document falling within attorney-client privilege to the extent needed for the attorney to exercise his/her ethical duties as a lawyer.
 - d. Any document involving the employment, promotion, discipline, or dismissal of a specific officer or employee of the Association.
2. Matters which are the subject of Executive Board sessions, including unredacted minutes from these meetings.
3. Contract bids and pending proposals.
4. Employee applications.
5. Employee files.
6. Payroll records.
7. Legal files.

ii. Any Member requesting to inspect or copy Confidential Documents shall complete the Document Review Request Form and/or Document Copy Request Form and return it to management at least five (5) business days prior to a scheduled Board meeting in order to be placed on the agenda for the Board’s consideration. The Board shall respond to each properly submitted Document Review Request Form or Document Copy Request

Form within ten (10) days after the Board meeting at which the request was considered, unless there are exceptional circumstances for the delay, which are set forth in writing by the Board or its managing agent within the prescribed time.

F. Members may make copies of Association records and documents that the Member has been permitted to review to the extent allowed and/or required by law, but will be charged for the copying costs.

i. The fee for the duplication of a document shall be in accordance with the schedule below:

1. First page to tenth page: \$0.75 per page.
2. Eleventh page to twentieth page: \$0.50 per page.
3. All pages over twenty: \$0.25 per page.

ii. If the actual cost for the duplication of the document exceeds the foregoing rates, the Association shall be permitted to charge the actual cost of duplicating the document.

iii. Notwithstanding anything else herein, Members shall not be charged for the first copy of any meeting minutes. However, Members desiring multiple copies of the same meeting minutes may be required to pay the Association for the copying costs.

iv. Upon approval of a Member's Document Copy Request Form, before obtaining copies of the Association's records or documents, the Members must sign an Acknowledgement, such as the one attached as Exhibit C, that lists the records that are to be received and states that there may be consequences for misuse of such records.

G. The Board may refuse inspection requests which are **unreasonably burdensome or made for an improper purpose** in accordance with N.J.S.A. 15A:5-24(c).

III. DESTRUCTION

A. At the expiration of the retention period set forth in Section I of this Resolution, the Association shall destroy the documents.

IV. GENERAL

A. Should any provision herein be determined to be invalid, the remaining provisions herein shall remain in full force and effect.

B. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

C. Notwithstanding anything stated herein, the Association may exercise all rights and remedies available to it at law, in equity, and/or pursuant to the Association's Governing Documents.

EXHIBIT A
DOCUMENT REVIEW REQUEST FORM

Member Name (Requesting Party): _____
Address in the Association: _____
Address if not residing in the Association: _____
Member's Phone #: _____
Member's Email Address: _____

Brief description of document(s) you are seeking:

For Confidential Documents Only: For what purpose are you requesting the document review? Please describe the purpose(s) below:

To be Completed by an Association Representative

Your request for document review has been Fulfilled / Denied (circle one).

If denied, your request was denied for the following reasons:

If your request was denied, you have an opportunity to participate in alternative dispute resolution ("ADR"). If you would like to participate in ADR, you must send a written request to the Association's management office within ten (10) days from the date of the denial of your request. If you fail to request an ADR hearing within ten (10) days from the date of the denial of your request, any right you may have to participate in the ADR process will be considered waived.

Date: _____

Signature: _____

Print Name: _____

EXHIBIT B
DOCUMENT COPY REQUEST FORM

Member Name (Requesting Party): _____
Address in the Association: _____
Address if not residing in the Association: _____
Member's Phone #: _____
Member's Email Address: _____

Brief description of document(s) you are seeking:

For Confidential Documents Only: For what purpose are you requesting the document? Please describe the purpose(s) below:

How do you want to receive the document, mail, e-mail, or pick-up at the management office?

PLEASE NOTE that you will be charged copying costs in accordance with the below schedule as well as direct postage costs. Payment of such costs must be made before documents are delivered to you:

First page to tenth page: \$0.75 per page.
Eleventh page to twentieth page: \$0.50 per page.
All pages over twenty: \$0.25 per page.

Date: _____ Signature: _____

To be Completed by an Association Representative

Your request for document copying has been Fulfilled / Denied (circle one).

If denied, your request was denied for the following reasons:

If your request was denied, you have an opportunity to participate in alternative dispute resolution ("ADR"). If you would like to participate in ADR, you must send a written request to the Association's management office within ten (10) days from the date of the denial of your request. If you fail to request an ADR hearing within ten (10) days from the date of the denial of your request, any right you may have to participate in the ADR process will be considered waived.

Date: _____

Signature: _____

Print Name: _____

EXHIBIT C

ACKNOWLEDGEMENT

I, _____, received copies of records of Leisure Village West Condominium Association, Inc., on _____, 20___. The records that were copied are as follows:

I understand that the information provided may contain confidential and/or sensitive information and that it is being provided pursuant to my rights as a member. It is not being provided for any type of publication or announcement. Should I choose to share any of the information received, I subject myself to potential liability. The Association assumes no liability for any potential damages or losses I may incur as a result of the misuse of the information I receive.

Sign: _____

Print Name: _____

Address: _____

Date: _____

SPECIFICATION NO. 2_6
INSTALLATION OF WINDOW SHUTTERS

PERMIT REQUIRED
Page 1 of 1
Trustee Approved
Date: January 2009

SPECIFICATION FOR INSTALLATION OF WINDOW SHUTTERS

MATERIAL

Window shutters must be of aluminum or plastic construction, and either a one-piece closed louver or raised panel design.

COLOR

Shutter colors must be black, white or match the trim or siding color of the unit, approved by maintenance. The choice of color must be approved by the Architectural Committee before any work is commenced.

DIMENSION & INSTALLATION

Window shutters must be installed in accordance with the manufacturer's instructions, and the shutter length must be the length of the window and/or window trim and the width must be 15 – 18 inches.

When replacing an existing shutter, the new shutter must be the same size and shape as the original shutter.

The unit owner shall notify the ~~Physical Plant Division Inspector~~ Architectural Committee volunteer (name and phone number on face of PERMIT) when work has been completed.

INSTALLER

Window shutter installation must be made by a contractor who is registered with the Division of Consumer Affairs. Such contractor must furnish the Leisure Village West Association Office with a current certificate of insurance before unit owner can apply for a permit, and before any work can begin.

TERMS & CONDITIONS

A copy of the TERMS AND CONDITIONS, as attached to the resident's permit applies to all of the above.

Trustee Approved: January 2009
Revised: July 6, 2018
Revised: Pending

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

INTEROFFICE MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: JACQUELINE ASCIONE
SUBJECT: CLUSTER MAILBOX REPLACEMENTS
DATE: JULY 24, 2025

The Board of Trustees has established a program to fund the replacement of the Cluster Mailboxes that serve the community. The average cost of a Cluster Mailbox, including tax, is \$2,300.

There is a need to continue the program to replace the leaking Cluster Mailboxes. We recommend the purchase of the next set of Cluster Mailboxes (up to 10) at a total cost not to exceed \$23,000. The funds to provide this expense will be charged to account #3230, Capital Replacement – Common Buildings.

