

# AGENDA

## LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, NOVEMBER 5, 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 for Public Comment and Participation in the open portion of the Board meeting are as follows: Residents will be allowed to make a three-minute comment or question related to the agenda item 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

### ITEMS TO BE VOTED ON:

1. Motion to waive the reading of the minutes.
2. Motion to approve the September 30, 2025, minutes.
3. Motion to approve the revisions to the Welcome Committee Charter.
4. Motion to approve the revisions to the Bingo Club Bylaws.
5. Motion to approve the Policy, "Document Retention, Inspection, Production, Destruction."
6. Motion to rescind Policy Resolution "Copy Charge for Association."

### PRESENTATION OF REPORTS:

#### I. COMMITTEE REPORTS

- Architectural Committee (Barbara Owens)
- Community Services Committee (Anne Niebergall)
- Finance Committee (Patricia Hansen)
  - Approve new members
- Administration Committee (Mary Rose McCarthy)
- ADR Committee (No Report)
  - Approve new member

#### II. RECREATION REPORT (Mary Lighthipe)

#### III. COMMUNITY MANAGER'S REPORT (Jackie Ascione)

#### IV. BOARD OF TRUSTEES REPORT (Louis Maiocco)

### UNFINISHED BUSINESS

1. Rules Governing Clubs and Groups

### NEW BUSINESS

1. Revisions to Policy, "Control Gate Entry System"
2. New Policy, "Variances"
3. Master Deed Revision, Section 32

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

- ADJOURN OPEN MEETING

## **AGENDA**

### **LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, NOVEMBER 5, 2025 at 7:00 PM WILLOW HALL**

- **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](mailto: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.

The meeting was called to order at 1:03 p.m. by Board President Louis Maiocco, who led the Pledge of Allegiance.

**ROLL CALL:**

**PRESENT: Trustees:**

- President: Louis Maiocco
- Vice President: Joy Carmody
- Treasurer: Samuel Carollo
- Secretary: Christina Basile
- Trustee: Ivan Gilbert
- Trustee: Steven Leslierandal
- Trustee: Veronica Risi

**Management Staff:**

- Community Manager: Jackie Ascione

**ABSENT:** - Accounting Administrator: Michelle Lampard

The individuals listed on the Agenda, Michael Polulak from McGovern Legal Services LLC, Dan Keane, and Ashley Janson from Allied Universal, did not attend the meeting.

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

C. Basile moved to waive the reading of the minutes. J. Carmody seconded. A vote was called, and all were in favor. Motion carried.

C. Basile moved to approve the September 3, 2025, minutes. S. Carollo seconded. There was no discussion, and a vote was called. All were in favor. Motion carried.

S. Leslierandal moved to approve the August 29, 2025, Annual Meeting of the Members minutes. V. Risi seconded. There was no discussion, and a vote was called. All were in favor. Motion carried.

I. Gilbert moved to approve renewing the lease agreement for Solid Gold Realty LLC D/B/A Century 21 Solid Gold Realty through October 15, 2027. S. Leslierandal seconded. There was no discussion, and a vote was called. All were in favor. 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.

**II. M. Lighthipe, Recreation Director, presented a report on behalf of the Recreation Department. (There were audience questions)**

III. COMMUNITY MANAGER'S REPORT:

- **Electrical Outages.** We understand and share the concerns that many of you have expressed regarding the frequent power outages affecting our community, both here and in Manchester Township. These disruptions continue to impact daily life and understandably cause frustration. It's essential to note that these outages are not exclusive to our village, and the Association does not have control over them. However, we are actively seeking answers and advocating on your behalf. To that end, I have reached out to Mayor Hankins and requested his assistance in contacting JCP&L. We are seeking further information and clarification regarding the root causes of these.
- **Gates and Security.** While Leisure Village West is a gated community, it is important to clarify that it is not a fully secured community. That said, we acknowledge the concerns many residents have raised regarding the operation of the gates—especially when they are affected by electrical outages or require repair. This is a complex issue that generates a wide range of opinions and perspectives. For every resident who voices concern about security when the gates are left open, we receive just as many requests to keep the gates open during outages to prevent delays or complications. Both viewpoints are valid and reflect legitimate concerns. It is also important to consider that while open gates may allow non-residents to enter the community more easily, closed or malfunctioning gates can potentially delay emergency responders in the event of a medical, fire, or safety emergency. Resident safety remains our highest priority. To gain a clearer understanding and make informed decisions, I have reached out to the Manchester Township Police Department for their input and recommendations. We will share any updates with the community as soon as they become available.
- **Irrigation and seeding:** As the fall season approaches, we have begun the process of winterizing the community's irrigation system. This is an essential step to protect the system from damage during the colder months. We are currently starting in the northwest section of the village, with the initial area being winterized along Huntington Drive, from Colonial to Buckingham. When possible, we will also address major irrigation issues in each area as we proceed with winterization and begin shutting down the wells.
- **Geese Contract:** The Association has just entered into a new contract with Geese Chasers, effective November 1, 2025. Please note that Geese Chasers provides GPS-based notifications, including vehicle location, date, and time of service, each time the vehicle is on site.
- **Xfinity service** is scheduled to finish tomorrow. If you have not yet scheduled your installation appointment, please contact Xfinity directly as soon as possible. Although your Verizon service may continue for a few more days, it is the responsibility of each resident to ensure a smooth transition. Important: When returning Verizon equipment, please obtain a tracking number for your records. If you are experiencing issues with your new Xfinity service or installation, you may complete the Xfinity Concern Form. We will forward the completed forms to Xfinity. Please note: Any property damage caused during installation is the responsibility of Xfinity. Repairs will be made after construction is complete, unless the issue is urgent/emergent. Xfinity Billing Error: Some residents may have received an incorrect installation charge from Xfinity. Please disregard this bill—Xfinity has acknowledged the error and will issue a correction in your next billing cycle.

- **Manchester Community Energy Aggregation Program:** You may have received a letter from the Manchester Community Energy Aggregation Program, which offers residents the opportunity to purchase electricity in bulk. This is now the fourth round of the program. No action is required if you wish to continue participating. There will be a virtual public meeting tonight at 6:00 PM for those who have questions or would like more information. Details about the meeting and the program are available on the table near the entrance.
- **Architectural Improvements.** At LVW, we want to ensure that every project undertaken by our Unit Owners meets our community standards and enhances our living environment. Before you begin work on your unit, please remember to obtain a permit. When you apply, kindly provide detailed specifications about your project to help us facilitate the process. For your peace of mind, all contractors must be insured and provide proof of coverage to the Association before permit applications can proceed. Just a quick reminder: submitting a permit request doesn't guarantee approval right away. Within five business days, one of our friendly Architectural inspectors will contact you to arrange a visit to your unit. During this visit, they'll discuss your project and, upon approval, issue your permit. Please remember to sign and date your permit and display it in your unit's window. Once your project is completed, simply call the inspector noted on your permit to arrange a final inspection. If everything meets our guidelines, the inspector will happily sign off on your permit. Thank you for your cooperation and commitment to maintaining the quality of our community!
- **IT Information:** We are currently reviewing proposals for IT maintenance from a licensed insured IT Maintenance company to assist our IT/Facilities Manager. Based on our attorney's opinion and the Insurance Cyber Crime Policy, it is recommended that an additional layer of security and backup, along with updating our system, be added to our IT software and hardware. The liability and exposure to LVW of only one individual, who has complete access to all Association files, software, passwords, and other sensitive information, do not adequately protect the Association's information, resident information, financial records, personnel files, and other confidential data. We are obtaining proposals for this service to help ensure the security and efficiency of our IT system.

(There were audience comments and questions regarding the Community Manager's Report)

IV. BOARD OF TRUSTEES REPORT: (L. Maiocco)

- I. Gilbert will be the Liaison to the Architectural Committee.
- Pinnacle Federal Credit Union, now known as Garden Savings Federal Credit Union, is interested in having office space at the commercial property for two days a week.
- The LVW Food Pantry has submitted a request to expand its area, which the Board is evaluating.
- A Pharmacy is interested in renting space at the commercial property.
- The smart ATM outside the Deli will remain.
- The Board and Community Manager have received numerous complaints regarding the Comcast installations. They are working with higher Management in Comcast to get this resolved.

(There were audience comments and questions regarding the Board of Trustees' Report)

COMMUNITY MANAGER'S REPORT: (CONTINUED)

- The Association will be applying a \$67.00 credit to all Association accounts by November 1<sup>st</sup> for the Xfinity rebate.
- **Cedar Shake Project:** (Victor Demeski) In 2021, the concept of the Cedar Shake Project Replacement Project was introduced, and the Board approved this concept, agreeing to allocate funding for it. To date, 228 out of 485 units have been completed. The annual budget for this project is \$120,000.00. The funds will be deposited into the account monthly and used as they become available each month. Management is requesting that the Board approve the funds for the sixth year of the project. *V. Risi moved to approve year six of the Cedar Shake Replacement Project for a cost not to exceed \$120,000.00. The funds to meet this expense will be provided by account #3292 – Capital Replacement/E.R.-Cedar Shakes. J. Carmody seconded. There were questions from the audience. A vote was called, and all were in favor. Motion carried.*
- **PVC Project:** (Victor Demeski) The PVC Project is now entering its ninth year. So far, 391 out of a total of 710 units have been completed. Management continues to aim for the completion of 50 units per year at an estimated cost of \$8,300 per unit, which totals \$415,000. Additionally, there are expected costs of \$26,000 to finalize the PVC repairs prior to the project's completion. As of September 30, 2026, the balance in this account will be \$380,000, excluding administrative transfer fees. Management is seeking Board approval for a total budget of \$441,000 for the PVC Project for the fiscal year ending September 30, 2026. *I. Gilbert moved to approve the PVC Project for the FYE 9/30/26 for \$441,000.00. The funds to meet this expense will be provided by account #3291 – Capital Replacement/E. R – PVC Trim. J. Carmody seconded. There were questions and comments from the audience. A vote was called, and all were in favor. Motion carried.*
- **Termite Treatment/Pest Control Contract:** (Victor Demeski) Our contract with Viking Pest Control for pest control services will expire on September 30, 2025. After reviewing the current contract, we found that it does not cover every house in the village for termite treatment (it is a 7-year contract). Currently, only houses with active termites are treated, and the contract allows for the spraying of 385 units per year for general pest control. This covers carpenter ants, carpenter bees, and crawling insects (such as ants) on the outside of the units. We contacted three pest control companies, each offering different programs. Our Finance Committee has recommended renewing the contract with Viking to maintain our current program for another seven years. The pricing for this renewal starts at \$29,855 for the first year, increasing annually until it reaches \$34,620 in Year 7. The total cost for the 7-year contract would amount to \$225,767. As a second option, Viking suggested using bait stations at a cost of \$10 per linear foot for each structure. They would need to measure all units to provide an accurate estimate. Western Pest Services also recommended bait stations, with an installation cost of \$1,197,847 and annual warranty and inspection fees of \$179,677.05, which would involve installing approximately 35,000 stations. Additionally, they proposed a conventional treatment plan with a total cost of \$2,737,936 across all units. This plan includes an annual warranty and inspection fee of \$410,690.40, as well as separate yearly coverage rates for carpenter bees and carpenter ants at \$16,650. Action Termite & Pest Control provided a quote for termite, carpenter ant, and carpenter bee control over a 7-year contract. For the first two years, they would treat all 1,151 residential buildings, as well as six other structures—such as maintenance facilities, clubhouses, and a commercial rental building—at a cost of \$394,000 per year. From Years three to seven, they would inspect all units and treat them as needed, charging \$125,000 per year.

	CURRENT PROGRAM	BAIT STATION	BAIT STATION WARRANTY AND INSPECTION	CONVENTIONAL TREATMENT	TREATMENT WARRANTY AND INSPECTION
VIKING PEST CONTROL	\$225,797 OVER 7 YEARS	\$10 PER LINEAR FOOT	DID NOT BID	DID NOT BID	DID NOT BID
WESTERN PEST SERVICES	DID NOT BID	\$1,697,847 APPROX 35,000 STATIONS	\$179,677.05 PER YEAR. 6 YEARS	\$2,737,936	\$410,690.40 PER YEAR \$16,650 PER YEAR FOR CARPENTER BEES AND CARPENTER ANTS
ACTION TERMITE & PEST CONTROL	DID NOT BID	DID NOT BID	DID NOT BID	\$788,000	\$125,000 PER YEAR

Management recommends continuing Viking Pest Control's current program with a seven-year contract, totaling \$225,767. The funds to meet this expense will be provided by account #7410 - Exterminating Expense. *I. Gilbert moved to approve a contract with Viking Pest Control for a duration of seven years at a total cost of \$225,767.00. The funds for this expense will be covered by the operating budget. V. Risi seconded the motion. There were several questions and comments from the audience. A vote was called, and all were in favor. Motion carried.*

- **Tennis/Pickleball Courts Renovation:** (Howard Height) The Tennis courts and Pickleball courts have developed severe structural cracking. The net post footings, net posts, and nets require replacement. Some of the old repairs are starting to fail or have failed. The courts are in need of reconstruction. We also recommend removing the existing fence, painting the fence posts and frames, and reinstalling the fence material. We went out to bid to 7 contractors. We received bids back from 4 of the contractors. They are as follows: (Prices include tax and shipping)

Vendor	Equipment	Price
UNIVERSAL COURT CONTRACTORS	Reconstruct tennis courts and pickleball courts, and fences – 2" top asphalt and new fence material	\$195,000.00
KURT'S KOURTS	Reconstruct tennis courts and pickleball courts, and fences – 2" top asphalt and new fence material	\$221,335.00
ATHLETIC SPORT SURFACES	Reconstruct tennis courts and pickleball courts, and fences	\$274,618.00
LANDMARK EXCAVATION	PATCH AND RESURFACE	\$288,895.00
ALL STAR	DID NOT RETURN BID	N/A
DESHAYES	DID NOT RETURN BID	N/A
Nickolas Construction	DID NOT RETURN BID	N/A

We recommend contracting with Universal Court Contractors to reconstruct the tennis courts and fences, as well as the pickleball courts and fences, at Club Encore for \$195,000.00. A Zoning Permit from Manchester Township is also required, at a cost of \$140.00, and an additional expense of \$ 2,000.00 for anticipated landscaping repairs. The total price is \$197,140.00. This will be charged to account GL#3230 – Capital Replacement Common Buildings. There were questions seeking clarification from the Board of Trustees. *J. Carmody moved to approve contracting with Universal Court Contractors to reconstruct the tennis courts and fences, as well as the pickleball courts and fences, at Club Encore for \$195,000.00. A zoning permit from Manchester Township for \$140.00 and anticipated landscaping repairs for \$2,000.00, for a total project cost of \$197,140.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. There were several questions and comments from the audience. A vote was called, and all were in favor. Motion carried.*

**UNFINISHED BUSINESS:**

1. A new policy regarding 'Document Retention, Inspection, Production, and Destruction' was presented again. The audience asked several questions. The Board will vote on this at the next open Board meeting on November 5, 2025.
2. The Rules Governing Clubs and Groups are still being reviewed by the standing committees.

**NEW BUSINESS:**

1. The revisions to the Bingo Club Bylaws were presented. Management also introduced an additional revision. The Board will vote on this at the next open Board meeting, scheduled for November 5, 2025.
2. The revisions to the Welcome Committee Charter were presented. The Board will vote on this at the next open Board meeting, scheduled for November 5, 2025.

The next open Board meeting will be held on Wednesday, November 5, 2025, at 7:00 PM in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 2:57 PM.

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Samantha Bowker  
Administrative Assistant

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Christina Basile  
Board Secretary

Approved: PENDING



## **WELCOME COMMITTEE**

### **CHARTER STATEMENT**

The Welcome Committee is a LVW Board of Trustees appointed committee and is a subdivision of the Community Services Committee.

#### **CONFIDENTIALITY**

**Members shall keep the Committee's confidential information in strictest confidence. Members shall not disclose or discuss such information to anyone outside of the Committee unless authorized to do so. The member shall not make use of any confidential information for their own purpose or the benefit of anyone.**

**Members are obligated to maintain the confidentiality of such matters and information even after the member leaves the Committee.**

**Committee members understand that failure to comply with the above paragraphs could lead to claims by the Association or other persons or entity, and that such disclosure may cause such claims to not be covered by the Association's insurance.**

#### **ORGANIZATION**

1. The selection of the Chairperson shall be recommended by the members of the committee. These recommendations will be forwarded to the Community Services Committee for review and to the Board of Trustees by the Trustee Liaison for confirmation. As part of the assignment to this post, the Chairperson shall be computer literate and report quarterly to the Community Services Committee.
2. The Board of Trustees will review the position of Chairperson on an annual basis. In the event the position is vacated for any reason, the members of the Committee will recommend a successor to the position. This shall be submitted to the Community Services Committee and to the Trustee Liaison for submittal to the Board of Trustees who will confirm or reject the appointment.
3. The members of the Committee shall be approved volunteers. The membership size shall be limited to working members.
4. Individuals seeking to become members of the Welcome Committee must prepare a written request, along with a resume or detailed information on their experience and submit it to the LVW Administrative Assistant who will then submit it to the Committee Chairperson. The Chairperson will then distribute copies to the Committee members for their information, input, and approval.
5. Then, if appropriate, the candidate is asked to attend an interview session to determine the candidate's suitability to the Committee and the needs of the Committee. If found

to be an acceptable addition, the Chairperson will recommend the individual to the Community Services Committee for approval. Application will then be submitted to the LVW Board of Trustees for final approval and appointment of the individual as a new member of the Welcome Committee.

## **MEETINGS**

The Welcome Committee will meet ~~on a~~ quarterly basis or bi-annually to review its policies and procedures. Feedback from resident visits will be discussed and modifications and/or additions to the program will be made on an as needed basis.

## **OPERATION OF THE COMMITTEE**

1. The LVW Association office will inform the Chairperson of new residents and of residents that move within the village at the beginning of each month.
2. Study, review and make recommendations to the Community Services Committee concerning the welcoming of new residents to the village.
3. Meet with new residents via a group session to welcome and explain the operation of the village including rules and regulations, Association procedures, and provide information relative to the individual home to include but not limited to:
  - ~~Provide Welcome Booklet explaining a wealth of information.~~
  - Review pertinent information pertaining to rules and regulations
  - Review 5 ft area obligations
  - Review Dog & leash rules and regulations
  - Review Helping Hands and DO's/DON'Ts
  - Review LVW bus schedule with new resident.
  - Provide up-to-date information relative to the Manchester-Lakehurst area.
  - Answer questions concerning maintenance, appliances, recreational activities and local information.

NOTE: Should a resident request or require an at home visit, the Welcome Committee Chairperson or Co-chairperson will do their best to accommodate the request.

Approved: September 7, 2022  
Amended: PENDING

**THE LEISURE VILLAGE WEST**  
**BINGO CLUB**  
**BYLAWS**

# **BYLAWS**

## **ARTICLE I**

### **NAME**

#### **Section 1.**

The name of this organization shall be:

**The Leisure Village West Bingo Club.**

## **ARTICLE II**

### **PURPOSES**

#### **Section 1.**

The Objective of this club shall be:

To study, review, and make recommendations to the Board of Trustees concerning the operation of Bingo.

To operate the Bingo games and provide the residents with an enjoyable activity.

To establish and maintain a New Jersey Bingo License as required to operate bingo gaming within Leisure Village West.

To establish and maintain Bingo games, which may be held twice monthly throughout the year

——The Bingo Club shall take ownership and responsibility for all of the Bingo Equipment, replacement and the maintenance and repair of same.

The Bingo Club shall save reserve funds for the future purchase of new equipment.

The Bingo Club shall determine how the non-reserve funds generated will be spent, ie, on bingo expenses and for the pleasure and use of the entire LVW Community.

No funds will be expended to any Leisure Village West club for a club's use in its club's name.

### **ARTICLE III**

### **MEMBERSHIP**

#### **Section 1.**

The active membership of this club shall consist of all residents of Leisure Village West.

### **ARTICLE IV**

### **OFFICERS**

#### **Section 1.**

The elected officers of the club shall consist of the following:

- (1) President
- (1) Vice-President
- (1) Secretary
- (1) Treasurer
- (1) Assistant Treasurer

#### **Section 2.**

These elected officers are to serve at least one (1) year terms. Elections to be held on the first Wednesday in September.

#### **Section 3.**

The elected officers shall perform their duties as prescribed in these Bylaws and by the parliamentary authority adopted by the club.

#### **Section 4.**

Vacancies in any office shall be filled for the unexpired term by appointment of the *Executive Board*.

## ARTICLE V

### EXECUTIVE BOARD

#### Section 1.

The elected officers shall constitute the Executive Board.

#### Section 2.

At any meeting of the Executive Board, a majority of its members attending shall constitute a quorum.

#### Section 3.

Each Board member of the LVW Bingo Club shall be entitled to one vote at any Board meeting.

#### Section 4.

The duty of the Executive Board shall be to conduct the business of the club.

#### Section 5.

The Executive Board of the LVW Bingo Club can approve any one expenditure of up to Five Hundred Dollars (\$500) per session. Amounts above that must be for expenditures proposed by the Executive Board and accepted by the Leisure Village West Board of Trustees. No funds will be expended to any Leisure Village West club for a club's use in its club's name. All *funds* collected will be used in accordance with Article II.

#### Section 6:

~~\_\_\_\_\_ No funds shall or will be expended to any LVW Club for that club's use in that club's name~~

#### Section 6.7

No spouse and/or partner of any unit may serve on the executive Board simultaneously.

## **ARTICLE VI**

### **DUTIES OF THE OFFICERS**

#### **Section 1.**

The President shall be the chief executive officer of the club, and shall preside at all meetings of the membership and the Executive Board. The President shall perform such other duties as are prescribed in the Bylaws and by the parliamentary authority adopted by the club.

#### **Section 2.**

The Vice-President, in the absence of the President, presides and performs the duties of the President and shall, in general, aid the President in his/her duties.

#### **Section 3.**

The Secretary shall keep the minutes of the meetings of the club and the Executive Board, and shall read such minutes at the meetings. The Secretary shall be custodian of all documents belonging to the club, and shall notify all committees of their appointments and the duties of these committees. The Secretary shall maintain a list of all members.

#### **Section 4.**

The Treasurer shall open a checking account in a federally insured banking Institution as directed by the Executive Board. The Treasurer will receive and bank all funds of the club, maintain records for such funds, pay the bills of the club, and disburse all funds as directed by the Executive Board. These disbursements shall only be by check which must be signed by two (2) elected Officers of the club. Treasurer shall file state and federal taxes, if required, apply for state and municipal licenses. The Treasurer shall give a statement of income and expenditures and submit a financial report after each session to the Recreation Director who shall submit the same to the Board of Trustees.

#### **Section 5.**

The Assistant Treasurer, in the absence of the Treasurer, performs the duties of the Treasurer and shall, in general, aid the Treasurer in his/her duties.

*No officer or member shall gain directly or indirectly from the funds generated by this club.*

## **ARTICLE VII**

### **GENERAL AND SPECIAL MEETINGS**

#### **Section 1.**

##### *Annual Meeting*

The Annual Election meeting shall coincide and be conducted prior to the first Bingo session in September each year, at which time the officers of the Executive Board will be elected and installed for the new fiscal year. Committee members will be appointed.

All attendees of the Annual Election Meeting are entitled to one vote

#### **Section 2.**

##### *Special Meetings*

Special meetings may *be* called by the President, or shall be called by the President upon the written request of Ten (10) or more members, or for any impasse of the Board or failure to act. The purpose of special meetings shall be stated in the call, and at least five (5) days' notice of such special meeting shall be given where practical. No business other than the stipulated reason for calling the special meeting shall be transacted at this meeting.

## **ARTICLE VIII**

### **ELECTION OF OFFICERS**

#### **Section 1.**

At the Executive Board meeting held three months prior to the annual meeting, a nominating chairperson shall be appointed by the President. This chairperson shall appoint two (2) others to assist him/her *in* nominating candidates for all offices to be filled at the September meeting. This committee shall present a slate prior to the September meeting. Additional nominations from the floor shall be permitted. In the event that a nominee is not present, written acceptance or consent of such nominee must be presented at that time.

#### **Section 2.**

Removal of an Officer. The Executive Board may propose the removal of one or more officers by an affirmative vote of 2/3 of the Executive Board.



## **ARTICLE IX**

### **COMMITTEES**

#### **Section 1:**

The President may appoint such ad hoc committees as he/she deems necessary.

#### **Section 2:**

The designated Vice President shall be ex-officio member of all committees and may serve as Chairperson of a committee as covered in these bylaws.

## **ARTICLE X**

### **GENERAL**

#### **Section 1.**

When a special event or project is proposed to the club, the proposal must be presented in writing to the Executive Board, stating the purpose of the project, the date and time scheduled, any costs involved, and listing the benefits to the committee and/or residents of the village.

#### **Section 2.**

The President's signature plus the signature of an additional Executive Board member, as directed by the Executive Board, shall be required on any form to be signed in the name of the club. No other parties are allowed to obligate the *club in any manner* or form.

## **ARTICLE XI**

### **AMENDMENTS**

#### **Section 1.**

Any amendment to the Bylaws shall be presented, in writing, by the Executive Board to the Recreation Director, who will submit the same to the Board of Trustees for approval.

## **ARTICLE XII**

### **DISSOLUTION**

#### **Section 1.**

In the event the club dissolves either voluntarily or by direction of the Board of Trustees of Leisure Village West, all funds will be dispersed back to the members of the community.

BOARD SECRETARY, THOMAS HARDMAN-CHRISTINA BASILE

**APPROVED:** August 15, 2011

**AMENDED:** June 5, 2019

**AMENDED:** November 3, 2021

**AMENDED: PENDING**

**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;

**WHEREAS the Board wishes to ensure that the Association's policy conforms to New Jersey statutes and regulations.**

**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~~ a minimum of 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 a minimum of 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~~ a minimum of 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 a minimum of 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.~~

E.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 fee policy in place at the time of the request. ~~the schedule below:~~

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.~~

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~~may 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:

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

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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:

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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:

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

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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: \_\_\_\_\_

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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:

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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: \_\_\_\_\_

## POLICY RESOLUTION

### **CONTROL GATE ENTRY SYSTEM**

**WHEREAS**, Leisure Village West is a common interest private gated community, with controlled access to the Village, and

**WHEREAS**, the Board of Trustees of Leisure Village West, under the authority of the governing documents, must develop rules and regulations to ensure the privacy of residents; and

**WHEREAS**, the Board of Trustees is obliged to provide the residents of the Village with an appropriate system for entry and exit to avoid unlimited public access.

**IT IS NOW THEREFORE**, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025, declared to be the policy of Leisure Village West regarding the control gate entry system and transponders:

1. One transponder will be issued to each unit only upon presentation of a current, valid vehicle registration in the name of the owner or resident tenant, a current driver's license, and a valid certificate of insurance assigned for that vehicle. Transponders will be affixed to the resident's vehicle's windshield by LVW personnel.

Additional transponders will be issued to registered residents, with the proper, above-mentioned paperwork, to models as follows:

A. Residents of Eton, Greenbriar, Concord, Falmouth, or Nantucket models may obtain a maximum of one (1) additional gate entry device. This second vehicle must park in an approved overnight parking space if driveway space is unavailable.

B. Residents of Cambridge, Baronet, Winfield, Regency, Wheaton, Oxford, Stratford, Blair, St. Tropez, Hastings, Roxy, Savoy, Ritz, Pickford, Waldorf, or Victoria Models may obtain a maximum of two (2) additional transponders. The additional vehicle(s) must park in an approved overnight parking space if driveway space is unavailable.

2. Transponders are not transferable from vehicle to vehicle, resident to residents, or to guests.
3. No charge will be assessed to replace a transponder. If a resident changes vehicles, the old transponders will be deactivated, and a new transponder will be issued.
4. No transponders will be assigned to vehicles used for commercial purposes, livery vehicles, scooters, mopeds, bicycles (including electric), and oversized vehicles.
5. A resident who is provided a company-owned vehicle may be assigned a transponder upon the presentation of a current registration, a valid driver's license, a certificate of insurance, and, in the case of a rental or lease, a copy of the lease agreement and a letter from the company authorizing the use of the vehicle. Transponders will not be assigned unless the information is presented.

6. Residents with a disability who possess a state-issued non-driver's ID, solely for the purpose of providing identification, or who have no vehicle owned or associated with their unit, may obtain one handheld transponder. Handheld transponders are to be used only by the resident to whom they are issued and will result in forfeiture if used by others.
7. The Association office will control all transponders and will be disabled/revoked at the discretion of the Association without prior notice for failure to comply with Association rules.
8. Emergency vehicles and Police, Fire, EMTs, and Postal vehicles will be assigned with the approval of the Community Manager
9. A memorandum of agreement between the Association and the resident referring to the parking of vehicles must be signed at the time the device is issued.
10. Vehicles using the entry and exit gates must not proceed through the gates until the gate arm is in a full, maximum upright position. The vehicle must not piggyback or bumper-hug the vehicle in front during entry or exit from the village, and permit the gate arm to close fully before proceeding. All vehicles must follow posted speed limits and signage.
11. Damage to Property: Any driver causing damage or destruction to property in Leisure Village West will be responsible for the replacement or repair of any damaged property.
12. Violation of these rules, regulations, and policies will result in the suspension or revocation of the control gate entry device (transponder).
13. Any provision contained in any previously adopted policy of the association that conflicts with any provision set forth herein shall be deemed void, and the provision contained herein shall govern.

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Board Secretary

Accepted and Approved: November 7, 2007  
Revised: January 2, 2008  
June 3, 2009  
March 3, 2010  
July 5, 2012  
February 6, 2013  
March 6, 2019  
PENDING

## **POLICY REGARDING REQUESTS FOR ARCHITECTURAL VARIANCES TO LIMITED COMMON AREAS AND UNITS**

**WHEREAS**, the Board of Trustees of Leisure Village West Association is concerned about the general welfare of the residents and members of Leisure Village West; and

**WHEREAS**, the Board of Trustees recognizes the need to allow reasonable accommodations for residents with physical disabilities and serious physical limitations; and

**WHEREAS**, the Board of Trustees recognizes that unforeseen resident needs may also require reasonable accommodations; and

**WHEREAS**, the Board of Trustees, individually and collectively, has the inherent responsibility to establish, maintain, and perpetuate the general welfare and the efficient lifestyle of the residents who petition the Association for alterations and modifications of limited common areas,

**IT IS NOW THEREFORE**, this \_\_\_\_ day of \_\_\_\_\_ **2025**, declared to be the policy of Leisure Village West Association that:

1. A unit owner may request a variance from Association policies, rules, or regulations regarding limited common areas or the façade of a unit, including but not limited to an alteration or modification of a walkway, sidewalk, driveway, curb, windows, or external doorway.
2. The unit owner must submit the request for a variance to the Community Manager.
3. The application must include documentation by a medical professional of the physical disability or limitation or a persuasive demonstration of the unforeseen **compelling** need the variance would address. The application must provide evidence that the variance is the **sole** manner in which the resident's needs can be accommodated.
4. The application must include details of the change, including renderings prepared by a contractor or architect.
5. The application includes a statement by the owner(s) that they understand and accept the following terms:
  - a. if the variance is approved, the work must be done by the Association or an insured contractor approved by the Association
  - b. If the variance is approved, the owner is responsible for all costs associated with the work and with its maintenance
  - c. If the variance is approved, the owner will obtain any applicable permits from Manchester Township before an Association permit will be issued.
6. The Community Manager will share the application with appropriate Association staff for their review and recommendations regarding the proposed change, including whether the work will be done by Association staff or will require an outside contractor.
7. The Community Manager will share the review and recommendations with the owner.
8. If the owner wishes to continue the variance process, the Community Manager will submit the application to the Board of Trustees.
9. If the Board approves the request, the Community Manager will issue the variance.
10. When the owner presents the Manchester Township permit, the Architectural Committee will issue the Leisure Village West permit.