

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, JUNE 3, 2026, at 1:00 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 May 6, 2026, minutes.
3. Motion to approve new Architectural Specification 7_13, "Installation of Attic Insulation."

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS

- Architectural Committee (Barbara Owens)
- Community Services Committee (Anne Niebergall)
- Finance Committee (Patricia Hansen)
- Administration Committee (Mary Rose McCarthy)

II. RECREATION REPORT (Mary Lighthipe)

III. COMMUNITY MANAGER'S REPORT (Tom Hasko)

IV. BOARD OF TRUSTEES REPORT (Louis Maiocco)

UNFINISHED BUSINESS

NEW BUSINESS

1. Social Media Policy
2. Member Conduct Policy
3. Enforcement and Fines Schedule for Violations
4. Transfer Fee Policy

The next open Board meeting will be held on Wednesday, July 1, 2026, at 1:00 p.m. in the auditorium of Willow Hall. The budget meeting will be held on Wednesday, July 22, 2026, at 1:00 p.m. in the auditorium of Willow Hall.

- ADJOURN OPEN MEETING

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, JUNE 3, 2026, at 1:00 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 residents will be permitted a one-minute follow-up question.
 - Maximum two times at the podium.
 - If a resident is unable to attend the meeting in person to ask questions or provide comments, they may email the Board at bot@lvwa.net. Proxies will not be accepted. All emails will be reviewed during a Board of Trustees workshop meeting. Topics and opinions of village-wide importance will be addressed periodically at an Open Board of Trustees Meeting or featured in the Manager's Corner of the LVW News Magazine.

The meeting was called to order at 7:00 p.m. by Board President Louis Maiocco, who led the Pledge of Allegiance.

The Board acknowledged the resignation of Board member Veronica Risi, which was submitted via email. Following discussion at a workshop meeting, the Board voted to accept the resignation and thanked her for her service to the community. The Board further discussed the vacant position and agreed to maintain the Board at six members at this time rather than appointing a replacement prior to the upcoming election cycle.

ROLL CALL:

PRESENT: Trustees:

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

Management Staff:

- Community Manager: Tom Hasko

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

C. Basile moved to waive the reading of the minutes. S. Leslierandal seconded. A vote was called, and all were in favor. The motion carried.

C. Basile moved to approve the March 31, 2026, minutes. J. Carmody seconded. There was no discussion, and a vote was called. All were in favor. The motion carried.

I. Gilbert moved to approve the revisions to architectural specification 2_2, "Installation of Vinyl Replacement Windows." S. Leslierandal seconded. There was no discussion, and a vote was called. All were in favor. The motion carried.

I. Gilbert moved to approve the revisions to architectural specification 2_9, "Installation of New Construction Windows." S. Carollo seconded. There was no discussion, and a vote was called. All were in favor. The motion carried.

S. Leslierandal moved to approve the revisions to the Rules Governing Clubs and Groups, as amended. C. Basile seconded. *There was discussion regarding trip approvals, fundraising limitations, enforcement procedures, and penalties for violations. Concerns were raised regarding the Recreation Department oversight and the severity of proposed penalties. The Board explained the policy was developed with committee input to promote fairness, scheduling coordination, and consistency among Club activities. Discussion continued regarding proposed club and travel policies, including disclosure of complimentary trips provided to Travel Club leaders in recognition of their work organizing trips. Concerns were expressed that requiring the value of complimentary trips to be distributed among club members could discourage participation and negatively impact the Travel Club. The Board clarified that the intent of the policy was transparency and disclosure to club members. Additional discussion was held regarding guest entry procedures for club events and concerts. Questions were raised concerning responsibility for providing guest lists to security. Trustees explained that advanced guest lists submitted through Dwelling Live or directly to the gate would help minimize traffic delays and ease entry for visitors attending community events.*

A vote was called.

I. Gilbert – Yes
C. Basile – Yes
S. Carollo – Yes
J. Carmody – Yes
S. Leslierandal – Yes
L. Maiocco – Abstain

Motion carried.

S. Carollo moved to approve of transferring \$147,000.00 from the Emergency Reserve Fund to the Operating Fund. S. Leslierandal seconded. *Discussion was held regarding the Emergency Reserve Fund balance and the proposal to utilize those funds. Questions were raised about how the reserve account would be replenished and whether future HOA increases or special assessments would be necessary in the event of another emergency. The Board advised that replenishment of the reserve fund would be addressed through future budgets and in coordination with the Finance Committee. It was also noted that if a major emergency or disaster were to occur before the fund is restored, a special assessment could be required. Additional discussion focused on the use of emergency reserve funds to cover snow removal expenses from major winter storms. Concerns were raised regarding future budgeting, emergency planning, and potential property damage resulting from snow removal operations. The Board stated that the funds were utilized to ensure resident safety and maintain emergency access during the storms. A suggestion was made to explore replenishing the Emergency Reserve Fund through a possible loan option. Further comments were made regarding improved tracking of snow removal operations and addressing property damage related to storm cleanup.* A vote was called, and all were in favor. The motion carried.

S. Leslierandal moved to authorize the buyout of the solar panels on the Association and Encore Buildings for \$59,439.61. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. I. Gilbert seconded. There was no discussion, and a vote was called. 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.

A resident inquired about the status of the updated Resident's Handbook being prepared for the residents. It was reported that the handbook is still under review and has not yet been finalized.

- II. M. Lighthipe, Recreation Director, presented a report on behalf of the Recreation Department, which includes a report on the April financials for the Bingo Club.

A resident requested that Recreation consider bringing back an Elvis Presley tribute performer, noting multiple residents have expressed interest over the years. Recreation stated the request would be taken into consideration. An announcement was also made regarding the annual Memorial Day caravan honoring Veterans, which will take place following the Memorial Day presentation. Residents participating will decorate their vehicles with flags and travel silently throughout the community.

III. COMMUNITY MANAGER'S REPORT: (Thomas Hasko)

- Grounds Maintenance: An update was provided on ongoing community grounds and beautification projects in preparation for Memorial Day and the summer season. Updates included curb and fire hydrant painting, completion of mulching, upcoming flower installation, activation of irrigation systems, and the addition of two new illuminated fountains within the community. An update was also provided on landscaping operations with BrightView Landscaping, including lawn cutting, edging, and restoration efforts throughout the community. Management explained that extensive edging and restoration work is labor intensive but expected to improve efficiency with each subsequent landscaping cycle. Additional updates included preparation of pool areas for the season and the reopening of the Encore hot tub.

Residents engaged in a comprehensive discussion regarding landscaping and grounds maintenance throughout the community, including walkway edging, lawn restoration, irrigation concerns, pond maintenance, and mulch placement at the butterfly garden. Management advised that restoration efforts are ongoing and that a long-term plan for lawn improvement and irrigation adjustments will be developed. Residents expressed concerns about areas with poor grass growth, overgrown common areas, and delayed landscaping services in certain sections. Additional comments were made regarding garden committee projects and recent maintenance office phone system changes. Management encouraged residents to report specific property concerns directly to ensure proper follow-up. Discussion also focused on the community's irrigation system, particularly concerning water usage during rainstorms. Management acknowledged that the system is outdated and noted that future modernization efforts may include rain sensors, improved controls, and remote monitoring technology to increase efficiency and reduce water waste. Residents raised concerns regarding damage to underground Xfinity wiring during lawn seeding operations. Management stated that the matter is being addressed with Xfinity representatives and the Association's attorney, and residents were encouraged to report any affected areas. Further discussion included lawn seeding schedules, irrigation practices, weed growth around utility boxes, and long-term lawn restoration planning. Residents noted ongoing issues with sprinkler coverage, watering schedules, seed selection, and overall grass conditions in various areas. Additional comments were made regarding Verizon utility boxes and pedestal removal obligations under prior agreements, with residents advised that concerns may also be reported to the Board of Public Utilities. Positive feedback was noted regarding the reopening and condition of the community hot tub.

- AED Machines Replacement: The annual medical oversight and inspections for our AED program with Emergency Skills, Inc., are due for renewal in May. Pads are due for replacement in July.

Emergency Skills	5 AEDs w/discount & trade in allowance, Medical Oversight, Semi -annual inspections & Accessories	\$8,543.45
American AED	5 AEDs, Medical Oversight Inspections, & accessories. No trace-in allowance.	\$9,399.99
AED.US	5 AEDs, Medical Oversight Inspections & Accessories. No trade-in allowance.	\$10,410.00

Emergency Skills has provided the Annual Inspections and Medical Oversight for several years. They are offering a client discount in addition to a \$300 discount (per AED) for upgrading out-of-warranty units. Most of our AEDs are over 20 years old, and while they have been serviced regularly, it is highly recommended that we consider updating them soon. Management recommends contracting Emergency Skills to replace five (5) AEDs at a total cost of \$8,543.45. Funds will be charged to Property Fund GL#3150. *C. Basile moved to approve contracting Emergency Skills to replace (5) five AED machines at a cost of \$8,543.45. The funds to meet this expense will be provided by account #3150 –*

Property Fund. S. Leslierandal seconded. There was no discussion, and a vote was called. All were in favor. The motion carried.

- Audit Services: Each year the Association looks for an Auditor to perform the annual audit and taxes. The following quotes were received.

Vendor	Products	Price
JMG	Certified Public Accountant	\$16,000.00
Mohel, Elliot Bauer & Gass	Certified Public Accountant	\$18,490.00
Wilkin Guttenplan	Certified Public Accountant	\$22,000.00
Bruce Feldman	Certified Public Accountant	Did not bid

Management is recommending JMG Certified Public Accountants for a two-year engagement for fiscal years ending September 30, 2026, and 2027, at a cost of \$32,000.00. An additional estimated cost of approximately \$4,000.00 would apply for services not included in the base engagement, consisting of the annual audit communication letter, one virtual conference (up to one hour) with Board members and management to review the audit results, and the preparation and filing of the federal income tax return. *S. Carollo moved to approve contracting with JMG Certified Public Accountants for the years ending September 30, 2026, and 2027 for a cost not to exceed \$36,000.00. The funds to meet this expense will be provided by the operating budget. I. Gilbert seconded. (A resident expressed support for changing auditors but felt the approval process was being rushed and suggested the matter be presented as a first reading with a vote at the next open meeting. Management explained that additional transition time with a new auditor may be beneficial. The Board acknowledged the residents' concern) There being no further discussion, a vote was called, and all were in favor. The motion carried.*

The board took a brief recess from 8:48 p.m. to 8:55 p.m.

- PowerPoint Presentation: T. Hasko provided an overview of ongoing maintenance service challenges within the community, explaining that over 15,000 work orders are generated annually, averaging approximately 60 service calls per day, while only six technicians are currently available to handle daily maintenance requests. Additional delays were caused by winter snow events and emergency water break repairs, resulting in a significant backlog of rescheduled work orders. He explained that a large portion of maintenance staff hours are currently allocated to capital projects and preventative maintenance tasks, including gutter cleaning and dryer vent servicing, leaving limited staff available for daily resident service calls. A proposal was presented to reallocate preventative maintenance services, such as gutters and dryer vents, to outside contractors in order to return technician hours back to daily maintenance operations. He stated that this restricting would improve response times, reduce backlogs and complaints, and allow internal staff to focus more directly on resident service needs. The proposal is expected to be considered as part of the 2027 budget planning process.

Discussion was held regarding the possible outsourcing of gutter cleaning and dryer vent services as part of efforts to improve operational efficiency and address maintenance delays. Estimated costs of approximately \$80,000 for gutter cleaning and \$160,000 for dryer vent services were discussed, along with concerns about budget impacts and potential HOA increases. Some residents questioned whether adding in-house staff would be more cost effective, while others supported a hybrid approach to using outside contractors for specialized preventive maintenance services. Management stated that specialized vendors could complete the work more efficiently and noted that operational options are being evaluated as part of the upcoming budget process.

- **Stump Cutter:** Management discussed the need to replace the Association's aging stump grinder due to the large number of tree stumps remaining throughout the community and the limited functionality of the current equipment, which is over 20 years old. Management stated that the proposed 2026 Vermeer stump cutter would improve efficiency, require less maintenance, and be more user-friendly for staff operations. It was explained that only one authorized vendor in New Jersey was available to provide pricing for the equipment. Management is recommending purchasing from Vermeer a 2026 Vermeer SC30TX stump cutter for a total cost of \$26,999.58, tax included. This comes with a one-year, 1,000-hour parts and labor warranty. The funds to meet this expense will be provided by account #3150 – Property Fund.

Vendor	Products	Price
Vermeer	Vermeer 2026, SC30TX Stump Cutter	\$26,999.58

I. Gilbert moved to approve the purchase of a 2026 Vermeer SC30TX stump cutter from Vermeer at a cost of \$26,999.58, including a one-year warranty of 1,000-hour parts and labor warranty. The funds to meet this expense will be provided by account #3150 – Property Fund. J. Carmody seconded. (A resident questions whether existing equipment attachments could be used instead, while management explained that the current attachment was ineffective for fully removing stumps and roots. Management stated that a dedicated stump grinder was necessary to address the large number of remaining stumps throughout the community and offered to demonstrate the equipment) There being no further discussion, a vote was called, and all were in favor. The motion carried.

- **Street Signs:** The Board has requested management investigate replacing street signs throughout the community. The existing signs are faded and looking weathered. The first phase of the project will include replacing 200 existing signs in the community. The following bids were received.

Vendor	Products	Price
Sign Here	200 - 18"x30" .80 thick printed 2 sides aluminum signs with holes. Engineered reflective grade.	\$27,722.50
Fast Signs	200 - 18"x30" .80 thick printed 2 sides aluminum signs with holes. Engineered reflective grade.	\$43,687.89
Stuck Up Sticker Company	200 - 18"x30" .80 thick printed 2 sides aluminum signs with holes. Engineered reflective grade.	\$41,583.75
Signarama - Toms River	Did not bid.	N/A

Management is recommending contracting with Sign Here to manufacture and supply 200 street signs. LVW will handle the installation. The total cost for fabricating and delivering the 200 signs is \$27,722.50. In addition, LVW staff will install new vinyl post sleeves, caps, and new 4x4 posts, which will be purchased from Lowe's at a cost of \$8,804.00. The total project cost will be \$36,530.50. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. J. Carmody moved to approve contracting with Sign Here for the manufacture and supply of (200) two hundred street signs. The cost for fabrication and delivery of the signs shall be \$27,722.50. In addition, vinyl post, sleeves, caps, and new 4x4 posts will be purchased from Lowe's at a cost of \$8,804.00, with installation to be completed by LVW staff. The total project cost shall not exceed \$36,530.50. The funds to meet this expense will be provided by account #3230 – Capital Replacement/ Common Buildings. I. Gilbert seconded. (Discussion was held regarding additional hardware

needed for the proposed signs, including metal mounting arms and brackets. Management noted some hardware is already in stock, which may reduce costs, but concerns were raised regarding the overall expense for 300-400 signs. The Board discussed obtaining updated pricing and revisiting the matter at a future meeting) There being no further discussion, a vote was called, and all were in favor. The motion carried.

- **Benches:** Management is requesting approval to replace (8) benches throughout the community that are currently damaged or broken. The replacement of these benches will help maintain the appearance of the community, improve residents' use of common areas, and address safety concerns associated with deteriorated seating. The following quotes were received:

Vendor	Products	Price
Mason Ways	Malibu Bench	\$549.00
The Park and Facilities Catalog	Malibu Bench	\$546.00
Belson Outdoors	Malibu Bench	\$541.00

Management is recommending purchasing (8) eight benches from Belson Outdoors for a total cost of \$5,455.19, which includes shipping and handling. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. S. Leslierandal moved to approve purchasing (8) eight benches from Belson Outdoors for a total cost of \$5,455.19, which includes shipping and handling. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. C. Basile seconded. (Discussion was held regarding replacements of several aging benches throughout the community, including benches near Thornbury, the garden area in front of Encore, and other common areas. Management stated that eight of the worst-conditioned benches are being replaced under the current budget allocation, with remaining benches to be evaluated for future replacement. A resident specifically noted concerns about a deteriorated white bench near the garden area that appeared unsafe. Management requested the resident email the location details for follow-up) There being no further discussion, a vote was called, and all were in favor. The motion carried.

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

- **Fines Policy for Enforcement and Fines Schedule:** The Board is working on this.
- **Election:** The Election committee is recommending MK Elections to oversee the 2026 Board of Trustees Election. Their services will include printing and mailing ballots; conducting on-site ballot opening, scanning, review, and tabulation at LVW; and managing ballots. *S. Leslierandal moved to approve contracting with MK Elections for the 2026 Board of Trustees Election for a total cost not to exceed \$15,000.00. The funds to meet this expense will be provided by the operating budget. C. Basile seconded. There was no discussion, and a vote was called. All were in favor. The motion carried.*
- The Board is currently developing policies regarding social media usage and member conduct.
- An Ad-Hoc Committee is currently working on plans to upgrade Willow Lobby, with funding for the project to be provided through Bingo donations.
- The Board, Management, and the Administration Committee are continuing to work on the Residents' Handbook. Once finalized, the handbook will be posted and made available in print.

There was no Unfinished Business.

NEW BUSINESS:

1. I. Gilbert presented the revisions to new architectural specification 7_13, "Installation of Attic Insulation" as it was attached to the agenda. The board will vote on this at the next open meeting on June 3, 2026.
2. L. Maiocco stated that the Board will be scheduling a town hall meeting to discuss the possibility of updating the LVW bylaws to permit electronic voting. The date for the town hall meeting will be announced shortly.

The next open Board meeting will be held on Wednesday, June 3, 2026, at 1:00 p.m. in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 9:42 PM.

Samantha Bowker
Community Administrator

Christina Basile
Board Secretary

Approved: PENDING

DRAFT

SPECIFICATION FOR INSTALLATION OF ATTIC INSULATION

MANCHESTER TOWNSHIP PERMIT REQUIRED
For SPRAY-IN INSULATION ONLY

A permit for this improvement must be obtained from the Leisure Village West Association and installation must conform to the New Jersey Uniform Construction Code.

NOTE: ~~It is the resident/homeowner's responsibility to determine if a Manchester Township permit is required.~~

All work to be performed in a neat workman like manner in accordance with general accepted Trade Practices. This installation shall comply with all laws, codes, regulations, and ordinances.

The responsibility for maintenance or replacement of attic insulation is that of the owner/subsequent owner and not that of Leisure Village West Association.

All workmanship and installation details of the Insulation must be in compliance with the terms of the insulation product warranty and installation directions.

BATTING INSULATION:

~~Only batting (faced and/or unfaced) insulation is allowed to be installed. Spray in insulation is NOT permitted because it hides access to electric lines in the garage, and it brings great difficulty when tracing leaks in the roof. The batting insulation (faced and/or unfaced) must be installed so that the attic weep holes soffits are not covered/blocked to insure proper attic ventilation. Insulations baffles (Perma Vents) are required to prevent insulation from blocking ventilation.~~

The unit owner must sign a **waiver** that Leisure Village West Association is not responsible for damage to the unit if the insulation is incorrectly installed.

SPRAY-IN INSULATION:

A Manchester Township Permit is required for "Spray-in Insulation". The spray-in insulation must be installed by a certified, licensed insulation contractor so that the attic soffits are not blocked to insure proper attic ventilation.;

The unit owner must sign a waiver that Leisure Village West Association is not responsible for damage to the unit if the spray-in insulation is incorrectly installed.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 7_13

LWV PERMIT REQUIRED

Board Approved: Pending

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INSTALLER

The attic spray-in or batting insulation must be installed by a certified, licensed contractor registered with the Division of Consumer Affairs. The Contractor shall furnish the Leisure Village West Association office with a current certificate of insurance before the resident can apply for a permit and before any work can begin.

When the installation is completed, the resident must notify the Architectural Committee volunteer (whose name and phone number are shown on the permit).

TERMS & CONDITIONS

Responsibility for the maintenance, repair or replacement of this improvement is that of the unit owner or subsequent owner and not the LEISURE VILLAGE WEST ASSOCIATION.

DRAFT

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

INSULATION WAIVER

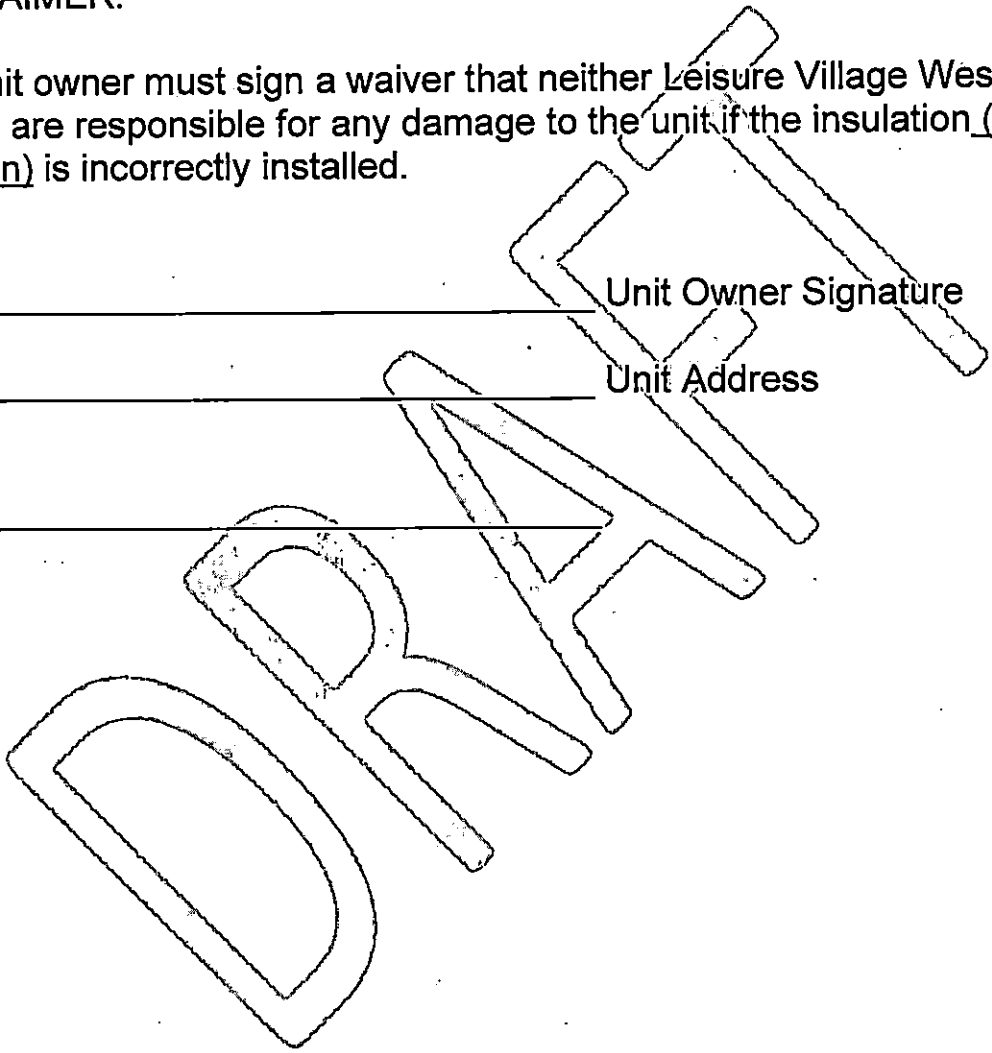
DISCLAIMER:

The unit owner must sign a waiver that neither Leisure Village West nor its agents are responsible for any damage to the unit if the insulation (batting or spray-in) is incorrectly installed.

_____ Unit Owner Signature

_____ Unit Address

Date: _____



LEISURE VILLAGE WEST ASSOCIATION, INC.
RESOLUTION RELATING TO SOCIAL MEDIA & PUBLIC
COMMUNICATIONS

THIS RESOLUTION (the “Resolution”) is made on this _____ day of _____ 2026, 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 Bylaws, Article IX, Section 2 provides that “[t]he Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for violation(s) of any covenants or restrictions contained in the Master Deed or Bylaws”; and

WHEREAS the Board finds that false and misleading Public Communications (as defined below) interfere with the operations, governance, and contractual relationships of the Association; and

WHEREAS, the Board has determined that it is in the best interest of the Association to ensure that Members have access to truthful and accurate information about the Association and the Board of Trustees, as well as to protect the Association from untruthful and defamatory information shared on public forums, including, but not limited to, social media; and

NOW, THEREFORE, TO BE RESOLVED, the following rules are hereby adopted: **1. Policy Regarding Social Media and Other Public Communications**

a. This policy applies to all Members (Unit Owners) of the Association. It governs “Public Communications,” defined as any statement made in a forum accessible by the general public or the membership at large, including but not limited to:

1. Social media platforms (Facebook, X/Twitter, Nextdoor, etc.).
2. Public blogs or websites.
3. Physical flyers, newsletters, or signage.
4. Statements made to local news media.

b. Members are expected to engage in civil, respectful, and truthful discourse. The following actions constitute prohibited Public Communications:

1. **Defamatory Statements:** Publishing false statements of fact that injure the reputation of the Association, the Board of Trustees (individually or collectively), or Association employees/vendors.
2. **Misrepresentation:** Representing personal opinions as the “official” position of the Association or the Board.
3. **Disclosure of Confidential Information:** Sharing non-public Association records, pending litigation details, or private information regarding other Members or employees.
4. **Harassment:** Using public forums to engage in a pattern of behavior intended to intimidate or threaten Board members or staff.
5. **Incivility and Abusive Conduct:** Engaging in significantly unprofessional, abusive, harassing, hostile, or demeaning conduct in Public Communications directed toward the Association, Board Members, Association employees, management personnel, vendors, residents, or guests. Whether conduct constitutes “incivility” shall be determined by the Board of Trustees based upon the totality of the facts and circumstances surrounding the conduct, including the nature, frequency, tone, context, and operational impact of the communication. This provision is intended to prohibit abusive or harassing conduct and is not intended to restrict good-faith disagreement, criticism, or protected opinion concerning Association governance or operations.

- c. If a Board Member addresses Association related matters on social media or makes other Public Communications, the Board Member is encouraged to include a disclaimer stating: *"The views expressed here are my own and do not reflect the official position of Leisure Village West Association or its Board of Trustees."* For the avoidance of doubt, stating or posting this or any other disclaimer does not thereby give the Board Member the unrestricted right to make otherwise prohibited Public Communications.
- d. A violation under this policy does not require a legal finding of defamation, harassment, or other unlawful conduct. The Board may determine that Public Communications violate this policy where such communications are reasonably determined to be false, misleading, abusive, harassing, uncivil, threatening, materially disruptive to Association operations, or otherwise inconsistent with the Association's legitimate interests in maintaining a safe and respectful community environment.
- e. The Association may prioritize enforcement based on the severity, frequency, and operational impact of the Public Communications in question.
- f. This policy shall extend to all Members, tenants, guests of Members, and any other residents within the Association.
- g. Members shall be responsible for the conduct of their guests, tenants, and any other residents within their units, and shall be subject to penalties for violations of this policy committed by their guests, tenants, and any other residents within their units.
- h. Members or residents may report any act which they believe to be a violation of this policy to the Association's manager in writing.
- i. Nothing in this policy is intended to prohibit Members from expressing good faith opinions, criticisms, or concerns regarding Association governance, elections, finances, policies, or operations. However, Members must do so in a manner that does not constitute harassment, intimidation, threats, incivility, defamation, or materially disruptive conduct as determined by the Board of Trustees under this policy.

2. Enforcement of the Policy

- a. Any violation of this policy may result in fines in accordance with the Association's then-current fining policy and/or suspension of membership rights and privileges in accordance with the Master Deed and By-Laws.
- b. Before any fine is assessed, the member who allegedly committed the violation (or, in the case of an alleged violation by a guest, tenant, or other resident, the member in whose unit the individual resides or is a guest) shall receive written notice of the violation and of his/her right to participate in alternative dispute resolution ("ADR").
- c. Before any suspension of rights and privileges is imposed, the member who allegedly committed the violation (or, in the case of an alleged violation by a guest, tenant, or other resident, the member in whose unit the that individual resides or is a guest) shall receive notice of his or her right to participate in alternative dispute resolution ("ADR"). However, if the Board of Trustees determines that the violation endangers the health, safety or welfare of others, the Association may impose an immediate suspension of that Member's rights and privileges. In the case of an immediate suspension, the Member shall still be entitled to participate in ADR to contest the violation, but the suspension shall remain in place until the Association has confirmed that the threat to others no longer exists.

3. General Provisions

- a. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity, or pursuant to the Master Deed and By-Laws.
- b. The Association shall collect any monies due hereunder in the same manner as common expense assessments.
- c. Should any provision of this Resolution be deemed invalid, the remaining provisions hereof shall remain in full force and effect.
- d. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and this Resolution shall govern.

DRAFT

**LEISURE VILLAGE WEST ASSOCIATION, INC.
RESOLUTION RELATING TO MEMBER CONDUCT**

THIS RESOLUTION (the “Resolution”) is made on this _____ day of _____ 2026, 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 Bylaws, Article IX, Section 2 provides that “[t]he Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for violation(s) of any covenants or restrictions contained in the Master Deed or Bylaws”; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt a code of conduct in order to effectuate the provisions of the Master Deed and By-Laws, provide each Association employee and member with a safe community free of harassment and undue disruption, and promote an environment in which each member may enjoy peaceful use of the Association property; and

NOW, THEREFORE, TO BE RESOLVED, the following rules are hereby adopted:

1. Policy Regarding Member Conduct

- a. All members, residents, and guests of the Leisure Village West community have a right and expectation to peacefully enjoy their respective units, property, and the common areas of the Association.
- b. All Association management team members, employees, and vendors have a right and expectation to work in a safe and healthy environment while working at the Association.
- c. The Association will not tolerate acts that disrupt or cause disruption of this right and expectation, including, but not limited to:
 1. Threats of physical harm or intimidation;
 2. Assault and any unwanted physical contact, including contact intended to intimidate, harass, or harm another person;
 3. Verbal abuse, harassment, incivility, including yelling, hostile communications, aggressive confrontational behavior, or repeated conduct intended to intimidate, demean, or interfere with another person;
 4. Incivility, meaning significantly unprofessional, abusive, harassing, hostile, or demeaning conduct directed toward another person, including Association board members, management personnel, employees, vendors, residents, guests, or other occupants, which shall be determined based upon the totality of the facts and circumstances surrounding the conduct;
 5. Use of profanity, racial or other slurs, or display of obscene gestures in a confrontational manner;
 6. Interfering with employees or contractors in the performance of their duties;
 7. Failure to comply with directions from employees when given in the performance of their employment-related duties;
 8. Entering or remaining in restricted or active work areas, including after being directed not to enter or to leave the area;
 9. Damaging, destroying, defacing, vandalizing, or otherwise misusing Association property;
 10. Conduct that results in intervention by law enforcement; or
 11. Any other conduct that interferes with the safety, operations, or peaceful enjoyment of the community.
- d. This policy shall extend to all members, tenants, guests of members, and any other residents within the Association.
- e. Members shall be responsible for the conduct of their guests, tenants, and any other residents within their units, and shall be subject to penalties for violations of this policy committed by their guests, tenants, and any other residents within their units.
- f. The determination of whether conduct constitutes abuse, harassment, intimidation, incivility, interference with an employee's rights, interference with the Association's operations, or interference with a member's right to peaceful use and enjoyment of his or her unit or the common areas, or otherwise violates this policy, shall be made by the Board in its reasonable discretion based upon the totality of the facts and circumstances. The acts enumerated above are illustrative and not exhaustive.

2. Conduct on Common Areas

- a. Every member, guest, tenant, or other resident of any unit within the Association is bound by the terms of the Master Deed, By-Laws, and all rules and regulations of the Association.
- b. While on the Association's common areas, all interactions between members, guests, tenants, Association employees and vendors, and/or other residents of units within the Association shall be conducted in a respectful and civil manner. Incivility, abusive conduct, harassment, intimidation, or hostile behavior shall constitute a violation of this policy.
- c. No member, guest, tenant, or other resident of any unit within the Association shall direct or cause to be directed abusive, profane, or insulting language or gestures toward any other member, guest, tenant, Association employee, vendor, or other resident of any unit within the Association while on the Association's common areas.
- d. There shall be a zero-tolerance policy for any physical violence between members, guests, tenants, Association's employees and vendors, and/or other residents of any unit within the Association.

3. Enforcement of the Policy

- a. Any violation of this policy may result in fines in accordance with the Association's then-current fining policy and/or suspension of membership rights and privileges in accordance with the Master Deed and By-Laws.
- b. Before any fine is assessed, the member who allegedly committed the violation (or, in the case of an alleged violation by a guest, tenant, or other resident, the member in whose unit the individual resides or is a guest) shall receive written notice of the violation and of his/her right to participate in alternative dispute resolution ("ADR").
- c. Before any suspension of rights and privileges is imposed, the member who allegedly committed the violation (or, in the case of an alleged violation by a guest, tenant, or other resident, the member in whose unit the that individual resides or is a guest) shall receive notice of his or her right to participate in alternative dispute resolution ("ADR"). However, if the Board of Trustees determines that the violation endangers the health, safety or welfare of others, the Association may impose an immediate suspension of that Member's rights and privileges. In the case of an immediate suspension, the Member shall still be entitled to participate in ADR to contest the violation, but the suspension shall remain in place until the Association has confirmed that the threat to others no longer exists.

4. General Provisions

- a. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity, or pursuant to the Master Deed and By-Laws.
- b. The Association shall collect any monies due hereunder in the same manner as common expense assessments.
- c. Should any provision of this Resolution be deemed invalid, the remaining provisions hereof shall remain in full force and effect.
- d. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and this Resolution shall govern.

**LEISURE VILLAGE WEST ASSOCIATION, INC.
ENFORCEMENT AND FINES SCHEDULE FOR VIOLATIONS**

THIS RESOLUTION (the "Resolution") is made on this _____ day of _____ 2026, 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 Bylaws, Article IX, Section 2 provides that "[t]he Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for violation(s) of any covenants or restrictions contained in the Master Deed or Bylaws"; and

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt a code of conduct in order to effectuate the provisions of the Master Deed and By-Laws, provide each Association employee and member with a safe community free of harassment and undue disruption, and promote an environment in which each member may enjoy peaceful use of the Association property; and

NOW, THEREFORE, IT IS RESOLVED THAT:

I. ALTERNATIVE DISPUTE RESOLUTION

Notwithstanding anything else herein, pursuant to N.J.S.A. 45:22A-44(c), prior to any fine becoming payable, the accused shall have the opportunity to participate in an alternative dispute resolution (“ADR”) process. In order to exercise the right to participate in ADR, a Unit Owner must notify the Association’s managing agent (the “Property Manager”), in writing, within ten (10) days of receiving a notice of his or her violation or the levying of a fine.

II. NOTICE OF VIOLATION AND FINES

1. “Violation” shall mean any failure to comply with the Association’s Master Deed, By-Laws, Resolutions or Rules and Regulations.
2. Unit Owners are responsible for the conduct of all residents, occupants, family members, tenants, guests, visitors, agents, and pets, whether authorized or unauthorized, while such persons or pets are on the Association’s property.
3. The Association shall send one (1) written notice (“First Notice”) to the responsible Unit Owner of any condition, action, or omission it deems a Violation. If the Violation is a continuing Violation, then the Association shall include a reasonable deadline by which the Violation must be remediated or corrected, taking into consideration any ongoing risk of harm to persons or property.
4. If, after First Notice, the Unit Owner commits a similar or reasonably related Violation, the Association may, without further warning, levy a fine.
5. If, after the First Notice, the Unit Owner fails to correct a continuing Violation within the deadline set forth in the First Notice, or if s/he thereafter commits a similar or reasonably related continuing Violation, the Association may, without further warning, levy fines in accordance with the fine schedule set forth herein. A continuing Violation may, at the Association’s discretion, be treated as a separate Violation for each week the Violation continues after the deadline set forth in the First Notice.
6. The determination of whether a Violation is “similar or reasonably related” to a prior Violation shall rest in the sole discretion of the Association. So long as there has been no transfer of ownership, it shall be no defense to the Unit Owner that an extended period of time elapsed between the First Notice and the subsequent Violation, or that a subsequent Violation resulted from the conduct of a different person or pet associated with the Unit.
7. Violations shall be categorized by the Association according to the severity and potential impact of the conduct. The Board shall have the discretion to determine the appropriate category of any Violation based upon the nature of the conduct, the potential harm to the Association or its residents, and any prior enforcement history involving the Unit Owner.

III. CATEGORIZED FINING SCHEDULE

1. Standard Violations (Not an Immediate Threat to Health or Safety)

Standard Violations generally involve conduct relating to appearance, maintenance, or administrative compliance, or conduct that interferes with the use or enjoyment of the common elements or the rights of other residents, but not conduct that poses an immediate risk to health or safety. Examples may include, but are not limited to, architectural violations, oversized patios or decks, landscaping violations, improper storage of items, minor maintenance issues, parking violations, noise violations, misuse of common elements or recreational facilities, unauthorized use of amenities, or similar conduct.

Fines for Standard Violations shall be imposed according to the following escalating schedule:

Violation Level	Action	Fine
1st Occurrence	Written Warning (Courtesy Notice)	\$0
2nd Occurrence	Formal Violation Notice	\$50
3rd Occurrence	Second Violation	\$100
4th Occurrence	Continuing Violation	\$150
Ongoing / Repeat Pattern Per occurrence or per week		Up to \$250 each

2. Severe Violations (Health, Safety, or Significant Community Impact)

Severe Violations involve conduct that threatens the health, safety, or security of residents, staff, contractors, or vendors, or conduct that substantially interferes with the peaceful enjoyment of the community. Examples may include, but are not limited to, harassment, intimidation, abusive conduct toward residents, staff, management, or vendors, property damage, criminal activity, coordinated or repeated threats, or other conduct the Board determines poses a significant risk to the community.

Fines for Severe Violations may be escalated immediately, at the sole discretion of the Board, up to \$250.00 for the first and any subsequent or continuing occurrence. Each day a Severe Violation continues may be considered a separate violation subject to a fine of up to \$500.00.

3. Continuing Violations

Where a violation continues beyond the deadline provided in the First Notice, each week—or in case of a Severe Violation, each day—the violation continues may, at the Board's discretion, be treated as a separate Violation and fined in accordance with the applicable schedules above.

4. Determination of Violation Category

The determination of the appropriate violation category shall rest in the sole discretion of the Board. In making such determination, the Board may consider the nature of the conduct, the frequency of the conduct, the impact on the community, and any prior enforcement history involving the Unit Owner.

5. Clubs and Committees

Notwithstanding anything contained herein to the contrary, Association-sponsored clubs, committees, social groups, volunteer organizations, and similar resident activity groups shall not be subject to the standard fining schedules set forth in this Resolution when acting within the scope of their authorized Association activities.

The Board shall retain the authority, in its sole discretion, to address conduct by clubs or committees on a case-by-case basis, including but not limited to the issuance of warnings, suspension of privileges, removal of committee members, revocation of committee or club recognition, reimbursement assessments for damages or expenses incurred by the Association, or the imposition of alternative sanctions deemed appropriate by the Board.

Nothing herein shall prevent the Association from imposing fines directly against an individual Unit Owner for conduct that independently constitutes a violation of the governing documents or rules and regulations.

IV. SUSPENSION OF PRIVILEGES

1. In addition to the levying of fines, the Board may suspend a Unit Owner's rights and privileges to access Association amenities, and to the extent permitted under the Association's Master Deed or By-Laws, suspend the Unit Owner's right to vote on Association matters.

V. ENFORCEMENT COSTS AND COLLECTION

1. If a Unit Owner fails to correct a Violation, then the Association may, but is not required to, correct the violation. The Association's authority to correct a given Violation shall be governed by the Master Deed, By-Laws, and applicable law.
2. If the Association takes lawful action to correct a Violation, it shall charge all related costs, expenses, and fees (including attorneys' fees) to the offending Unit Owner.

VI. GENERAL PROVISIONS

1. This Resolution is retroactive and applies to all Owners, Tenants, and Residents.
2. This Resolution, and the fine amounts herein, shall apply to all Resolutions previously adopted by the Association as to the amount of fines, but all other provisions in previously adopted Resolutions shall remain in full force and effect.
3. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity, or pursuant to the Master Deed and By-Laws.
4. Nothing herein shall be construed to limit the Association's right to maintain or repair any condition of the Common Elements or Units and charge the reasonable expenses thereof to the relevant Unit Owner(s).
5. The Association shall collect any monies due hereunder in the same manner as common expense assessments.
6. The Association's failure to exercise its authority to address a violation shall not be a waiver of its right to enforce that violation or any subsequent violation. Any waivers must be in writing and signed by an authorized representative of the Board.
7. Should any provision of this Resolution be deemed invalid, the remaining provisions hereof shall remain in full force and effect.
8. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and this Resolution shall govern.

**AMENDED POLICY RESOLUTION
REGARDING THE ADMINISTRATIVE TRANSFER FEE FOR OWNERS
OF LEISURE VILLAGE WEST UNITS**

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. 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....

WHEREAS, the Bylaws, Article VI, Section 1, provides, "The 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, Bylaws, Article I, Section 10(A) states that "Each unit owner shall pay to the Association upon acquisition of title to his Unit a nonrefundable and non-transferable fee in the amount as determined by the Association's Board of Trustees.;" and

WHEREAS, Bylaws, Article I, Section 10(B) states that "[a] unit owner need not pay a condominium unit title transfer fee to the Association when the transfer of title: (a) is from an owner to a spouse or co-owner of the same unit; (b) is a resident unit owner for at least two years who then sells their unit and within six months of that sale purchases another unit within the community; (c) is a transfer upon death to a direct lineal descendant; or (d) is a transfer to a child while retaining a life estate in the unit; (e) is from the unit owner to the Association.;" and

WHEREAS, N.J.S.A. 46:8B-15(e) provides, in pertinent part: "If authorized by the master deed or bylaws, the association may levy and collect a capital contribution, membership fee or other charge upon the initial sale or subsequent resale of a unit, which collection shall be earmarked for the purpose of maintenance of or improvements to common elements to defray common expenses or otherwise, provided that such charge shall not exceed nine times the amount of the most recent monthly common expense assessment for that unit.;" and

WHEREAS, the Board of Trustees established an Administrative Transfer Fee Policy on February 16, 1994; and

WHEREAS, on December 7, 1994, the Board of Trustees of Leisure Village West amended the Policy Establishing and Instituting an Administrative Transfer Fee for buyers of Leisure Village West units, and

WHEREAS, on August 6, 2003, June 4, 2008, August 1, 2012, March 9, 2016, January 2, 2019, June 1, 2022, and October 1, 2023 the Board of Trustees increased the administrative transfer fee to \$750.00, \$1,000.00, \$1,500.00, \$1,700.00, \$1,850.00, \$2,150.00, and 2,300.00 respectively, and

WHEREAS, on October 1, 2023, the Administrative Transfer Fee funds were determined to be allocated as follows: \$1,000.00 into the Association's Annual Operating Account, and \$1,300.00 into the Association's Reserve Account; and

WHEREAS, the Board has deemed it necessary to maintain a steady flow of cash to meet the increased costs and future financial obligations and desires and to lessen the financial impact on resident members of the Association,

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Administrative Transfer Fee for all title transfers of a Leisure Village West unit, unless listed as an exception under the Bylaws, shall be \$3,000.00.
2. The Administrative Transfer Fee funds shall be allocated as follows: \$1,000.00 into the Association's Annual Operating Account, and \$2,000.00 into the Association's Reserve Account.
3. The Administrative Transfer Fee shall become effective for all sales contracts signed on or after October 1, 2026.

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