

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, JULY 1, 2026, at 1:00 PM WILLOW HALL

Board Meetings are essential to the effective operation of the Association and maintaining an efficient and productive meeting environment is important. The rules for Public Comment and participation during the open business portion of Board meetings are as follows: Residents will be permitted to make comments or ask questions for up to three (3) minutes related to the agenda item currently being discussed or presented by the Board of Trustees. All participants are expected to remain civil and communicate respectfully, and personal attacks will not be permitted. To allow all residents an opportunity to participate and to maintain an orderly meeting, each resident will be limited to a maximum of two (2) appearances at the podium in total during the business portion of the meeting, regardless of the number of agenda items discussed.

- **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 June 3, 2026, minutes.
3. Motion to approve the Policy Resolution Relating to Social Media and Public Communications.
4. Motion to approve the Policy Resolution Relating to Member Conduct.
5. Motion to approve the Policy for Enforcement and Fines Schedule for Violations.
6. Motion to approve the Policy Resolution regarding the Administrative Transfer Fees for Owners of LVW.

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. Policy Revisions - "Open Houses"
2. Revisions to Architectural Specification, 2_2, "Window Replacement"

The next open Board meeting will be held on Wednesday, August 5, 2026, at 7:00 p.m. in the auditorium of Willow Hall. The Annual Meeting of Members will be held on Monday, August 31, 2026, at 10:00 a.m. in the auditorium of Willow Hall.

- **ADJOURN OPEN MEETING**

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, JULY 1, 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 address topics of interest to the community as a whole. Personal matters or maintenance concerns should be directed to the appropriate Department Manager and, if necessary, the Community Manager.
 - The Open Forum is not intended for debate or cross-examination of neighbors serving as Trustees.
 - This is an opportunity for residents to be heard; however, all participants are expected to remain civil, use respectful language, and refrain from personal attacks.
 - The Open Forum will be limited to one (1) hour but may conclude earlier if all residents wishing to speak have been heard.
 - Residents may make comments or ask questions and will be allowed up to three (3) minutes per appearance at the podium. If necessary, the Board of Trustees may respond for up to two (2) minutes, after which the resident may ask one (1) follow-up question for up to one (1) minute.
 - To provide all residents an opportunity to participate and maintain an orderly meeting, each resident will be limited to a maximum of two (2) appearances at the podium in total during the Open Forum portion of the meeting.
 - 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. Emails received will be reviewed during a Board of Trustees workshop meeting. Topics and matters of village-wide interest may be addressed at a future Open Board of Trustees Meeting or included in the Manager's Corner of the LVW News Magazine.

The meeting was called to order at 1:00 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: Steven Leslierandal

Management Staff:
- Community Manager: Tom Hasko

ABSENT: - Trustee: Ivan Gilbert

L. Maiocco reminded the audience members of the rules and procedures governing the business portion of the Board meeting and Open Forum participation.

ITEMS VOTED ON:

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

C. Basile moved to approve the May 6, 2026, minutes. S. Leslierandal seconded the motion. There was no discussion, and a vote was called. All present were in favor. The motion carried.

S. Leslierandal moved to approve new architectural specification 7_13, "Installation of Attic Insulation." J. Carmody seconded the motion. There was no discussion, and a vote was called. All present 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.

Discussion was held regarding the Finance Committee involvement in the bidding process for roofing and roadway projects and whether participation aligns with the Committee Charter. It was stated that committee discussions are confidential and procedural questions should be directed to the Board President. It was noted that the Finance Committee participation occurred in limited situations in the past and suggested considering a standard practice for committee involvement to support financial oversight and checks and balances. Questions were raised regarding the timing of roofing, roadway, and Azek projects. The roofing presentation would occur later in the meeting, and the roadway project had not yet reached the presentation stage.

- Mary Rose McCarthy, Chairperson, presented a report on behalf of the Administration Committee.
- Mary Lou Doner, Chairperson, presented a report on behalf of the Election Committee.

A question was raised regarding the definition of a member in good standing. It was stated that the definition is governed by applicable resolutions, governing documents, and applicable state requirements. It was clarified that, at present, a member in good standing generally refers to a homeowner whose membership obligations are paid in full. An exception was noted that residents with pending violations awaiting an ADR resolution may still remain eligible to file for the Board until the matter is resolved, consistent with applicable state requirements.

L. Maiocco announced Mary Lou Doner, Election Chairperson will be leaving the community shortly. A special meeting was held to conduct an election following M L. Doner's resignation from the committee. As a result, MaryAnn Koeppel was elected to serve as the committee Chairperson. Congratulations were extended to M. Koeppel, and appreciation was expressed to all involved.

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

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

- Grounds Maintenance: Memorial Day preparations were completed and thanked residents for their participation despite weather conditions. Ground crews continue mulching and landscape maintenance efforts. An update was provided regarding irrigation operations. Management has been coordinating with BrightView and the irrigation team to reduce time between mowing cycles and increase restoration efforts, including adding staff support for edging work. It was noted that irrigation challenges this season were impacted by limited offseason maintenance, resulting in additional repairs being required upon startup. Additional staff support has been assigned to irrigation repairs and work order tracking and staff training have been adjusted to improve issue identification and response times. He also reported that the new stump grinder has arrived and stump removal work is underway, beginning in the Buckingham area. Work will continue by prioritizing zones with the greatest concentration of stumps, with a goal of completing approximately 110 identified stumps over the next 4 to 6 weeks. Regarding capital projects, management acknowledged questions about timing for roads, roofing, and other projects and stated additional time has been needed to fully review project details and existing conditions. Management noted that issues were identified in the prior roofing RFP and adjustments have been incorporated into the current RFP and proposal.
- Roofing: In order to properly maintain the Association's building assets and preserve the integrity of the roofing systems throughout the community, roof replacements are completed annually in accordance with the established replacement schedule. As part of the planning process for the 2026 roofing project, a Request for Proposal (RFP) has been issued to six (6) roofing contractors to obtain competitive pricing and evaluate available services. The purpose of the annual roofing program is to proactively address aging infrastructure, reduce the risk of leaks and emergency repairs, and support the long-term maintenance plan for the community. The project this year includes 108 units.

Bid Form	Lemus Construction	Roofing Master	National Contractor	KPI2	Whitman	CLC
Base Bid	\$698,360.00	\$708,630.00	\$757,256.00	\$779,493.00	\$1,174,974.15	\$1,129,700.00
Golden Pledge	\$24,648.00	\$18,485.00	\$20,540.00	\$24,648.00	\$22,594.00	\$41,080.00
Gutters	\$112,385.00	\$103,740.00	\$112,385.00	\$114,114.00	\$142,500.00	\$155,610.00
Skylights	\$45,430.00	\$49,000	\$34,475.00	\$47,250.00	\$41,125.00	\$87,500.00
Total	\$880,823.00	\$879,855.00	\$924,656.00	\$965,505.00	\$1,381,193.15	\$1,413,890.00

Additional Costs

Plywood	\$80	\$60	\$71	\$70	\$65	\$90
Lifetime Boot	\$80	\$50	\$68	\$60	\$58 / \$78	\$65
Dryer Vent	\$250	\$150	\$114.00	\$165	\$80.00	\$45
Flashing	\$1.00	\$0	\$54	\$0	\$45	\$0
Sidewall flashing LF	\$2.00	\$0	\$6.00	\$0	\$1.77	\$5.00
Siding Removal LF	\$22.00	\$8.00	\$6.00	\$9	\$13.50	\$25
Time Frame	90 days	100 Days	50 Days	103 Days		45 Days

After review of the proposals received, it is Management's recommendation to contract with Roofing Masters for the 2026 roof replacement project for a cost not to exceed \$1,020,000.00. The funds to meet this expense will be provided by account# 3270 – Capital Replacement/Roofs. The Board will vote on this at the next open Board meeting scheduled for July 1, 2026.

Residents raised concerns regarding mowing frequency, contractor performance, roofing project costs, maintenance operations, and communication throughout the community. Management explained that mowing delays were impacted by lawn restoration and edging efforts and noted that additional staffing has been added to improve service levels. Discussion also included the roofing bid process, material purchasing practices, warranties, and project costs, with Management clarifying that current recommendations reflect full-service contractor pricing and operational considerations. Additional comments addressed contractor accountability, maintenance priorities, irrigation operations, and updates to the Resident's Handbook. Management advised residents to continue reporting concerns and noted that current information is available on the website and after-hours irrigation issues should be reported through the gatehouse.

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

- Reminders: residents should provide visitors with proper gate entry instructions, including use of QR codes and verifying expiration dates to avoid delays and congestion at entrances. Retractable leashes are prohibited and advised that violations may result in enforcement action due to safety concerns. Additionally, the review and evaluation of a replacement garbage truck will begin as the current vehicle reaches the end of its service term.

There was no Unfinished Business.

NEW BUSINESS:

1. Social Media Policy: this was presented as attached to the agenda. Further discussion and approval will take place at the next board meeting on July 1, 2026.
2. Member Conduct Policy: this was presented as attached to the agenda. Further discussion and approval will take place at the next board meeting on July 1, 2026.
3. Enforcement and Fines Schedule for Violations: this was presented as attached to the agenda. Further discussion and approval will take place at the next board meeting on July 1, 2026.
4. Transfer Fee Policy: this was presented as attached to the agenda. Further discussion and approval will take place at the next board meeting on July 1, 2026.

Discussion was held regarding the proposed Social Media and Member Conduct Policies, including questions related to enforcement, applicability, and policy language. It was explained that the purpose of the policy is to promote respectful conduct and protect the community. Residents provided comments regarding communication expectations and suggested revisions for consistency with applicable law. It was noted that Board members are already subject to an existing Code of Conduct.

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

There being no further business, the Board meeting adjourned at approximately 2:27 p.m.

Juliana Della Donna,
Acting Community Administrator

Christina Basile
Board Secretary

Approved: PENDING

DRAFT

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 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 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.

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Policy "Open Houses"

❖ Operating Days and Hours:

- Open Houses are permitted on Saturdays and Sundays only.
- Operating hours are limited to 12:00 p.m. to 4:00 p.m.

❖ Registration:

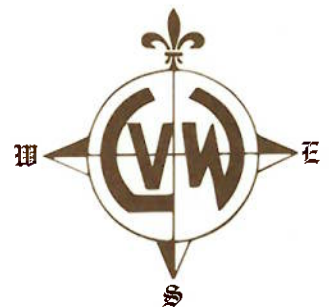
- All Open Houses must be registered in advance with the Association no later than Thursday prior to the scheduled event by calling the Association office at 732-657-9595.
- Registration must include the unit address, along with the stationed realtor's name and cell phone number.
- A licensed realtor must remain stationed at the advertised Open House for the duration of the event.

❖ Signage:

- "Open House" signs must not exceed 24" X 18" in size.
- One (1) balloon, not exceeding 16" in size, is permitted per sign.
- One (1) sign is permitted on Buckingham Drive, with additional signs permitted only to correspond with the number of turns required to direct visitors from Buckingham Drive to the unit. One (1) additional sign may be placed in front of the registered unit on the garage side.
- No signs or balloons are permitted outside the community gates.
- All signs and balloons must be removed immediately following the conclusion of the Open House.

Deviations from these guidelines may result in prohibition from further listings.

Approved and Amended: September 1, 2021
Amended: January 8, 2025
Amended: July 2, 2025
Amended: PENDING



WINDOW REPLACEMENT SPECIFICATION

NOTE: Encore Models (Victoria, Pickford, Waldorf, Ritz, Roxy) must have the Maintenance Manager contacted prior to ordering any windows.

GENERAL

For Encore Models "Replacement Windows" must be new construction-style windows with an exterior nailing flange nailed directly to sheathing and sealed with a rubber membrane. All trim is to be removed (if AZEK, carefully remove) and then replaced with the existing AZEK or new AZEK provided by Maintenance. If new AZEK is damaged, the cost of replacing the AZEK is the responsibility of the unit owner. Note: Only AZEK must be used for replacement.

For all other models, "Replacement Windows" must be double-pane vinyl-glazed solar-sealed windows.

WINDOW COLOR, SIZE and STYLE

The specification is planned to preserve uniformity of color and style for units under one roof and individual models within different sections of the Village. As a rule, **replacement or new construction windows must match the replaced windows in style and size** and maintain the exterior trim color. Note: all windows replaced must be 50/50.

WINDOW GLASS

All glass, except for frosted bathroom windows, must be low E insulated glass with clear, green tint, or blue tint. If selecting tinted windows, **all windows, per unit side, must be uniform in either clear or tinted glass.**

WINDOW GRIDS/GRILLES

Double-hung windows may be installed with or without grids, but must follow these guidelines. All windows on each side of the unit must match either with all grids or all without. The grids should be the standard grid style with a uniform grid pattern – 6 over 6 or 4 over 4, depending upon window size. Grids are optional on bow or bay windows. See below for grid samples for various sized windows:



A few window exceptions are permitted, as follows:

Gliding Windows: Original gliding or sliding windows may be substituted by double-hung windows of the same size, following the guidelines as mentioned above.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2
Page 2 of 5

Kitchen and Bathroom Windows: Where smaller-sized windows are located above sinks and counters, replacements may be installed without grids. Sash windows may be replaced with sliders or casements. Note that the decision to install casement windows overlooking walkways must consider safety considerations.

The smaller slider windows within the tub/shower must be replaced with windows of the same style and size, see below sample.

JELD-WEN V-2500 35-1/2-in
x 11-1/2-in White Exterior...



Brown Windows: Replacements for "brown" windows are expensive and of limited availability. Owners may replace brown windows with windows that have white sashes and frames. The capping (or side) panels must match the trim color. All windows on any one side of a unit must be replaced simultaneously, other than the small slider windows in bathrooms.

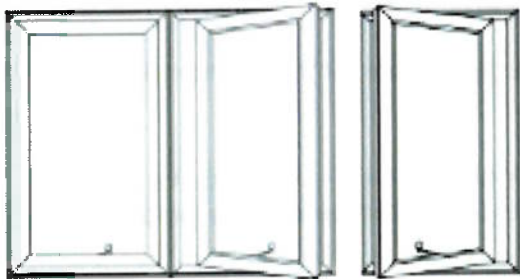
Jalousie Window: Some Original models in Condos 1-22 were built with jalousie windows in the sunrooms. These may be replaced with single or double-hung sash windows with or without grids to match the existing units' windows in color and style. Owners may replace brown windows with windows that have white sashes and frames. The capping (or side) panels must match the trim color.

Garden Windows: These windows were installed in some Encore models. They may be replaced by new construction single- or double-hung sash windows with or without grids that match the unit's existing windows in color and style and sized to the original window opening. The Garden Windows for Encore windows must follow the Azek rules as mentioned above.

Garden Window to Replace Kitchen Window: Kitchen windows may be replaced with "Garden Windows". The window must be sized to fit the original kitchen window opening. See sample below.



Casement Window to Replace Kitchen Sliding Window: Kitchen sliding-type window may be replaced by a casement style window. The casement window must be sized to fit the original kitchen window opening. Windows shall be Ariel casement type or equivalent. Sash shall be all aluminum with mitered corners, thermally protected to the interior, finished painted to conform to the trim of the Unit to be installed on glazed clear with a removable inside glazing bead. Frames shall be a combination of unfinished clear Ponderosa pine and extruded aluminum outside, finished the same as the sash. Screens shall be extruded aluminum, gray fiberglass mesh, and concealed spring-type retaining hardware. Sash operating hardware shall be wholly concealed. See samples below.

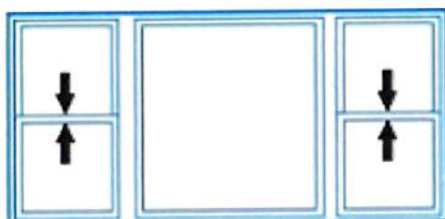


Double-Hung Window Replacement with Sliding Windows: Double-hung windows, including units with a double or triple set of double-hung windows, may be replaced by sliding windows with or without grids to match the existing windows of the unit in color and style. The windows must be sized to the original window opening. Windows for Encore homes must be new construction windows and follow the Azek rules as mentioned above. See samples below:



Double Hung Windows Replacement with Picture Window and Side Double Hung's

A picture window with side double-hung windows may replace a triple set of double-hung. If the picture window is without grids, then all windows per that side of a unit must also be without grids. The glass color must also be uniform per side of the unit for all windows. The windows must be sized to the original window opening. Windows for Encore homes must be new construction windows and follow the Azek rules as mentioned above. See samples below:



DIMENSION and INSTALLATION

The following guidelines must be observed:

- 1) All sills and heads are to be level, with jambs plumb and shims used where necessary.
- 2) The squareness of the window unit is to be checked before final anchoring into the wall.
- 3) All voids between jams and framing must be filled with loose insulation.
- 4) A 1/4-inch caulking allowance is to be used between the perimeter of the window unit and the exterior finish. The caulking application is to be neat and clean.
- 5) The window opening must be protected during construction. Exposed wood trim members must also be protected and finished-painted promptly.
- 6) Installation and operation of the window must be checked before application of the interior trim.

NOTE: ENCORE MODELS ONLY: Roxy, Savoy, Ritz, Waldorf, Pickford, Victoria -- All windows **MUST** be replaced with a New Construction Windows. **Maintenance must be contacted before the installation of windows.**

INSTALLER

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

TERMS & CONDITIONS

The residents shall notify the Architectural Committee Volunteer (name and phone number shown on face of permit) when the installation is completed.

A copy of the TERMS & CONDITIONS, as attached to the residents' permit, applies to all the above.

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.