

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, AUGUST 5, 2026, at 7:00 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 July 1, 2026, Board of Trustees open meeting minutes.
3. Motion to approve the July 13, 2026, Board of Trustees special open meeting minutes.
4. Motion to contract with Universal Fitness for the annual maintenance of the Fitness Center. The funds to meet this expense will be provided by the operating budget.
5. Motion to approve the purchase of the required street sign hardware through Amazon.com in the amount of \$4,099.13, with installation to be performed by Leisure Village West maintenance staff and the purchase of concrete for mounting the signposts in the amount of \$1,719.82, for a total project cost of \$5,818.95. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. The unaudited balance for this account as of 6/30/26 is \$627,310.15.
6. Motion to approve employee agreement for Tom Hasko.
7. Motion to approve the revisions to the policy regarding Open Houses.
8. Motion to approve the revisions to Architectural specification 2_2, "Window Replacement."
9. Motion to adopt the operating budget, reserve funding and maintenance fee schedule for the FYE 9/30/27, as presented at the meeting on July 22, 2026.

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

1. Policy Resolution relating to Member Conduct
2. Fines Policy

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, AUGUST 5, 2026, at 7:00 PM WILLOW HALL

NEW BUSINESS

1. Revisions to Architectural Specification 4_6, "Electric Vehicle Charging Station"
2. Revisions to Architectural Specification 10_1, "Unit Owner Security Camera Installation"
3. Revisions to Architectural Specification 4_1, "Installation of Unit-Mounted Outdoor Lighting Including Motion-Detector and Fixed Spot or Flood Lights and Soffit Lighting"

The next open Board meeting will be held on Wednesday, September 2, 2026, at 1:00 p.m. in the auditorium of Willow Hall.

• ADJOURN OPEN MEETING

RESIDENT COMMENTS/QUESTIONS PERIOD:

- Rules of Public Comment and Participation in the Open Forum are as follows;
 - In general, residents' questions and comments should 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 1:05 p.m. by Board President Louis Maiocco, who led the Pledge of Allegiance.

L. Maiocco stated the rules for audience participation during the open business portion of the Board of Trustee meeting.

ROLL CALL:

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

- Community Manager: Tom Hasko

L. Maiocco announced that Association counsel, Kevin DelRocini, was present for a later presentation and questions.

Residents question the new agenda language limiting owners to speaking twice during the business portion of the meeting, stating members should be able to comment on each voting item. It was explained the limitation was intended to provide more residents with an opportunity to speak and encouraged members to prioritize comments and submit additional questions to management. Residents also questioned the Associations' use of two law firms, the legal basis for the public comment limitation, the lack of printed agendas, committee recommendations, seasonal staffing, and a previously discussed forensic audit. Counsel advised that at the discretion of the Board they can establish reasonable procedures for conducting open meetings, including limitations on public comment. Additional comments addressed equitable treatment throughout the community and concerns regarding a prior remark allegedly made by a former board member.

ITEMS VOTED ON:

C. Basile moved to waive the reading of the meeting minutes. S. Leslierandal seconded the motion. The motion was put to a vote and carried unanimously.

C. Basile moved to approve the June 3, 2026, Board of Trustees meeting minutes. S. Leslierandal seconded the motion. There being no discussion, the motion was put to a vote and carried unanimously.

I. Gilbert moved to approve the Policy Resolution relating to Social Media and Public Communications as amended. S. Leslierandal seconded the motion. *The Board explained that revisions were made after considering legal guidance and resident feedback to better protect residents' rights to express good-faith opinions and criticism regarding Association affairs while prohibiting harassment, threats, discrimination, knowingly false statements, and other prohibited conduct. The amendments also required content-neutral enforcement based on objective evidence rather than viewpoint or criticism of officials. Because the revisions were not included in the meeting packet, the changes were read aloud. Based on the concerns raised and questions expressed by the audience, C. Basile moved to table the motion. J. Carmody seconded the motion.*

Roll Call Vote to Table the Motion:

J. Carmody – Yes
I. Gilbert – No
C. Basile – Yes
S. Carollo – Yes
S. Leslierandal – Yes
L. Maiocco – Yes

Motion to table carried.

I. Gilbert moved to approve the policy resolution relating to Member Conduct, as amended. C. Basile seconded the motion. I. Gilbert read the amendments. Following discussion by the Board and comments from the audience, concerns and questions were raised regarding the policy. C. Basile moved to table the motion. S. Leslierandal seconded the motion.

Roll Call Vote to Table the Motion:

S. Leslierandal – Yes
J. Carmody – Yes
I. Gilbert – No
C. Basile – Yes
S. Carollo – Yes
L. Maiocco – Yes

Motion to table carried.

The Board agreed to distribute a One Call notification advising residents that the amended versions of the proposed Social Media and Public Communications Policy and Member Conduct Policy are available for review at the Association Office. The Board also agreed that both policy resolutions will be reconsidered and voted on at the next open Board of Trustees meeting on August 5, 2026.

J. Carmody moved to approve the Policy Resolution for the Enforcement and Fines Schedule for Violations. S. Leslierandal seconded the motion. Following discussion and questions from audience members, the motion was put to a vote. All were in favor, and the motion carried.

S. Carollo moved to approve the policy resolution regarding the Administrative Transfer Fees for Owners of Leisure Village West. S. Leslierandal seconded the motion. There being no discussion, the motion was put to a vote.

C. Basile – Yes
S. Leslierandal – Yes
S. Carollo – Yes
J. Carmody – Yes
I. Gilbert – No
L. Maiocco – Yes

The motion carried.

S. Leslierandal moved 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. S. Carollo seconded the motion. Following discussion and questions from audience members, the motion was put to a vote.

S. Leslierandal – Yes
I. Gilbert – No
C. Basile – Yes
S. Carollo – Yes
J. Carmody – No
L. Maiocco – Yes

The motion carried.

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS:

- Barbara Owens, Chairperson, presented a report on behalf of the Architectural Committee.
- Joy Carmody, Trustee Liaison, presented a report on behalf of the Community Services Committee.
- Patricia Hansen, Chairperson, presented a report on behalf of the Finance Committee.
- Mary Lou Doner, Chairperson, presented a report on behalf of the Election Committee.
- Christina Basile, Trustee Liaison, presented a report on behalf of the Administration Committee.

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

- She presented the proposals received for the annual gym equipment maintenance contract. Three bids were received, all of which met the Association's RFP requirements, provided similar services, and included annual labor only with sales tax.

Universal Fitness – Annual maintenance fee of \$1,706.00; emergency repair rate of \$175.00 for the first hour and \$50.00 for each additional hour; contract billed quarterly.

AES Fitness – Annual maintenance fee of \$1,919.16; emergency repair rate of \$90.00 for the first hour and \$90.00 for each additional hour, plus a travel fee for regular service calls; contract billed quarterly.

Fitness Equipment Specialist, LLC – Annual maintenance fee of \$5,011.38; emergency repair rate of \$195.00 for the first hour and \$135.00 for each additional hour; contract payable in full.

Management is recommending awarding the contract to Universal Fitness. The funds to meet this expense will be provided by account #8430 – Repair and Maintenance/Recreation Equipment. The Board will vote on this at the next open Board meeting scheduled for August 5, 2026.

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

- **Mowing Operations:** Reported LVW Staffs ongoing coordination with BrightView to shorten the initial lawn-cut cycle that some residents have raised concerns about. BrightView has added staff to complete "edging restoration" work in areas still not brought back to the intended four-foot sidewalk width (currently closer to three feet). This restoration has affected the target eight-day mowing schedule; once completed, the contractor is expected to return to the eight-day cycle.
- **Common Area:** Fenceline and certain common-area conditions were also addressed. These areas are typically maintained heavily from early fall through winter, but were not handled as expected this past season, creating backlog now being worked through alongside regular common-area maintenance. Crews are scheduled to remove debris and address these neglected sections.
- **Stumps:** Removal is progressing across the community, with roughly 40 stumps removed so far (about one-third of the total). Work is shifting into more residential areas where stumps are more concentrated, with an estimated 78-80 remaining and a goal to complete most within the next month. Some tree trimming/removal work is temporarily on hold due to summer heat concerns, with plans to resume in early September.

- Employee: Scott Lepeshko, a nighttime employee recently passed away, and condolences were extended to his family.
- Memo "Street Sign Replacement Program": regarding the hardware for replacing the community signs. The Board has approved replacing 200 street signs, with an upgraded mounting system using ¾ - inch black-painted pipe and mounting flanges. Hardware bids were compared: Amazon for \$4,099.13, Lowes for \$10,187.25, and Home Depot for \$10,731.25. Management recommends purchasing hardware through Amazon and having LVW maintenance staff perform installation. Concrete mounting was also recommended to prevent bending, with concrete materials costing \$1,719.82. Total projected cost is \$5,818.95. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. The Board will vote on this at the next open Board meeting scheduled for August 5, 2026.

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

- Update: The planned town hall on the pros and cons of electronic voting is being postponed due to the upcoming board change and will likely be revisited after the new board is elected.
- Pets: A prior statement about retractable leashes was corrected; they are allowed but should only be extended to 5 feet; full extensions (around 10 feet) are creating safety risks for pets, pedestrians, and vehicles, and residents are asked to follow the 5-foot limit.
- Reflection Garden: The community's reflection garden behind Willow remains active; residents can contact the Association office to request commemorative bricks. A tree donation program is also available for honoring individuals, with details provided through the Association office.
- Paper Recycling Container: Located in the Encore overflow parking lot is intended only for paper (newspaper, shredded paper, computer paper) and not cardboard or garbage; misuse has been occurring and residents are asked to follow the guidelines.
- Human Resources and Payroll Manners: (including pay rates) are confidential and should not be discussed in open meetings; questions should go to the community manager.
- Social Media: Can spread both information and misinformation, so residents are encouraged to verify village-related questions through appropriate staff (community manager, grounds manager, accounting manager, etc.).
- Community Manager's Contract: The Board is negotiating a contract and expects to finalize and vote on this at the next open Board meeting scheduled for August 5, 2026.

There was no Unfinished Business.

NEW BUSINESS:

1. The revision to the policy regarding "Open Houses" was presented. The noted revision is to now allow Saturday open houses. The Board will vote on this at the next open Board meeting scheduled for August 5, 2026.
2. The revisions to architectural specification 2_2, "Window Replacements" were presented as attached to the agenda. The Board will vote on this at the next open Board meeting scheduled for August 5, 2026.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

The next open Board meeting will be held on Wednesday, August 5, 2026, at 7:00 p.m. in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 4:12 p.m.

Samantha Bowker,
Community Administrator

Christina Basile
Board Secretary

Approved: PENDING

DRAFT

LEISURE VILLAGE WEST
BOARD OF TRUSTEE SPECIAL MEETING

JULY 13, 2026
WILLOW HALL AUDITORIUM

The meeting was called to order at 5:01 p.m. by Board President Louis Maiocco, who led the Pledge of Allegiance.

L. Maiocco stated the rules for audience participation during the special open Board of Trustee meeting.

ROLL CALL:

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

- Community Manager: Tom Hasko

A Special Open Board Meeting was held to consider proposed amendments to the 2026 Swimming Pool Rules. The Board reviewed recommendations regarding the permitted use of certain swim aids and the regulation of music at the Association's swimming pools.

I. Gilbert moved to approve the revisions to the swimming pool rules for the 2026 season. J. Carmody seconded the motion. There being no discussion, the motion was put to a vote and carried unanimously.

The next open Board meeting will be held on Wednesday, August 5, 2026, at 7:00 p.m. in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 5:03 p.m.

Samantha Bowker,
Community Administrator

Christina Basile
Board Secretary

Approved: PENDING

Interoffice Memorandum

To: Board of Trustees
From: Mary Lighthipe
Date: June 18, 2026
Re: Fitness Center Annual Maintenance Contract

Proposals for the annual maintenance contract for the gym equipment are listed below. All bids received meet our RFP requirements and provide similar services. Annual fees are for labor only and include sales tax.

Company	Annual fee	Emergency Repair Fee	Other
Universal Fitness	\$1,706.00	\$175. 1 st hour \$50. each additional hour	Contract billed quarterly
AES Fitness	\$1,919.16	\$90. 1 st hour \$90. each additional hour \$90. Travel fee for regular service call.	Contract billed quarterly
Fitness Equipment Specialist LLC	\$5,011.38	\$195. 1 st hour \$135. each additional hour	Contract paid in full

We recommend awarding the contract to Universal Fitness. Funds to meet this expense will be provided to GL #8430, Repair and Maintenance Recreation Equipment.

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Howard Height

Date: June 30, 2026

Re: Street Sign Replacement Program

The board has approved replacing 200 street signs in the village. We would like to upgrade the mounting system and hardware for the new signs. We have decided on a design using $\frac{3}{4}$ inch black painted pipe and mounting flanges. The bids are below:

(Prices include taxes, fees, and shipping)

Vendor	Products	Price
Amazon	$\frac{3}{4}$ " pipe, mounting flange, mounting hooks, S-hooks and lag bolts	\$4,099.13
Lowes	$\frac{3}{4}$ " pipe, mounting flange, mounting hooks, S-hooks and lag bolts	\$10,187.25
Home Depot	$\frac{3}{4}$ " pipe, mounting flange, mounting hooks, S-hooks and lag bolts	\$10,731.25

Management recommends purchasing the required hardware through Amazon.com, with installation to be performed by Leisure Village West maintenance staff. The total of the hardware is \$4,099.13. Management also recommends mounting the signposts in concrete. The cost of concrete is \$1,719.82. The total cost will be **\$5,818.95**. The funds to meet this expense will be provided by account # 3230 - Capital Replacement/Common Buildings.



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

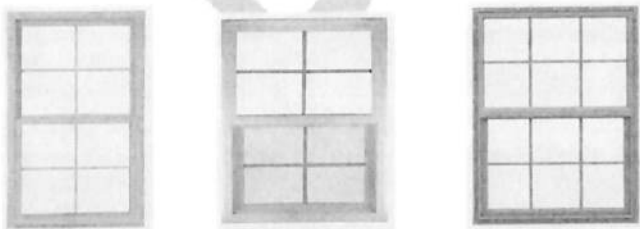
The specification is planned to preserve uniformity of color and style for units under one roof and individual models within different sections of the Village. As a rule, **replacement or new construction windows must match the replaced windows in style and size** and maintain the exterior trim color.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

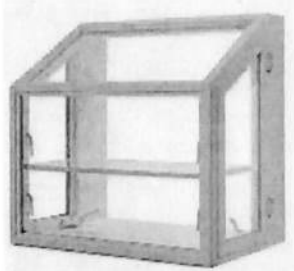


Brown Windows: Replacements for "brown" windows are expensive and of limited availability. Owners may replace brown windows with windows that have white sashes and frames. The capping (or side) panels must match the trim color. All windows on any one side of a unit must be replaced simultaneously, other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

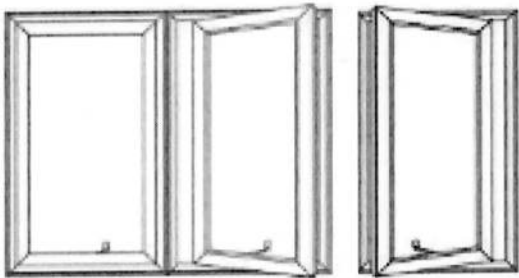
Jalousie Window: Some Original models in Condos 1-22 were built with jalousie windows in the sunrooms. These may be replaced with single or double-hung sash windows with or without grids to match the existing units' windows in color and style. Owners may replace brown windows with windows that have white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

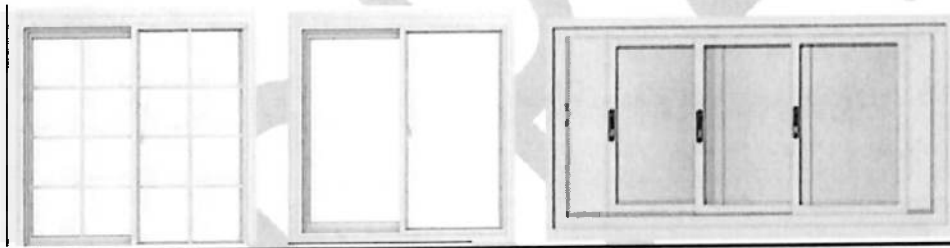
Garden Window to Replace Kitchen Window: Kitchen windows may be replaced with "Garden Windows". The window must be sized to fit the original kitchen window opening. See sample below.



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.

**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, BE IT 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.

g. This Policy applies to conduct and communications in any form or medium, whether made in person or transmitted orally, in writing, electronically, or digitally, and whether communicated directly to an individual or distributed to a group or broader audience. The Policy applies regardless of where the communication originates or is received, provided the communication has a substantial connection to the Association, its operations, or the community and otherwise constitutes conduct prohibited by this Policy. In determining whether a violation has occurred, the Board may consider the communication's content, context, manner, audience, frequency, surrounding circumstances, and cumulative effect. Nothing in this subsection shall limit the protections for good-faith communications set forth in Section 3.

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. Protection of Good-Faith Communications

a. This Policy is intended to regulate conduct, not viewpoints or opinions. Nothing contained herein shall be construed to prohibit or discourage good-faith communications concerning the governance, operation, management, or affairs of the Association.

b. Members, residents, tenants, guests, volunteers, and employees may express concerns, complaints, criticisms, disagreements, suggestions, or opinions regarding the actions, decisions, policies, performance, expenditures, services, projects, or conduct of the Board of Trustees, committees, management, employees, contractors, or other matters affecting the Association, provided such communications do not otherwise constitute conduct prohibited by this Policy.

c. The mere fact that a communication is critical, negative, controversial, unpopular, embarrassing, persistent, or causes discomfort or offense shall not, standing alone, constitute a violation of this Policy.

d. In determining whether a violation has occurred, the Board shall distinguish between criticism or disagreement concerning actions, decisions, policies, or performance, which generally shall not constitute a violation of this Policy, and conduct directed toward an individual that involves threats, intimidation, harassment, discrimination, abuse, interference with Association operations, or other conduct prohibited herein.

e. This Policy shall be enforced in a viewpoint-neutral manner and shall not be applied to suppress, discourage, or retaliate against any person because of the opinions expressed or because such opinions are unfavorable to the Association, the Board, management, or any committee.

f. Before determining that a communication violates this Policy, the Board shall identify the specific provision alleged to have been violated and determine, based upon objective facts and the totality of the circumstances, that the communication constitutes conduct prohibited by this Policy rather than protected expression or criticism.

4. 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.

5. 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.

8.

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 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.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

Know what's below.
Call before you dig.
1-800-272-1000



SPECIFICATION NO. 4_6
LVW Permit Required
Board Approved: July 3, 2024
Page 1 of 2

ELECTRIC VEHICLE CHARGING STATION
For units with garages only

MANCHESTER PERMIT REQUIRED
PROOF OF INSURANCE REQUIRED *

An Electronic Vehicle Charging Station (EV charger) must be installed by a licensed electrician who adheres to the strict quality, permitting, and inspections required by local authorities.

The capacity of a home EV charger depends upon your needs, your car, and your home's electrical system. There must be a separate, dedicated circuit for the charging station at the proper amperage.

It is understood that the unit owner, or subsequent owner, is **RESPONSIBLE** for the installation, maintenance, repair, replacement, or removal of this improvement, and it is **NOT THE RESPONSIBILITY** of Leisure Village West Association.

Charging of the electric vehicle must be performed on the driveway outside of the garage!

ITEMS TO CONSIDER

1. Charger Level -- voltage/amp -- NOT TO EXCEED 40Amp OUTPUT
 - a. Level 1 (110Volt 15Amp) will only fully charge the electric vehicle in 2 to 3 days.
 - b. Level 2 (220/240Volt 50Amp) will fully charge overnight
2. Cables -- tethered and untethered
 - a. Tethered cables are fixed to the charging point -- more convenient
 - b. Untethered cables require the driver to carry their own cable and plug it into the charger
3. Cable length -- 20 feet or longer -- as charging of the electric vehicle must be performed on the driveway outside of the garage.
4. EV charger must meet the industry safety standards -- Underwriters Laboratories (UL) and Intertek (ETL) certification
5. The electrical circuit must have surge protection for the EV charger
6. Wi-Fi connectivity -- (unnecessary for most EV drivers), but can provide the following:
 - a. Track energy used and calculate the cost of the electricity
 - b. Allows you to set a charging schedule
7. Possibly can take 4 to 8 weeks from first contacting an Electrician to when the job is completed.

INSTALLATION

1. **All charging stations must be located outside of the garage** and installed by a licensed and insured electrician. The location of the EV Charger must be PRE-APPROVED by the Architectural Committee PRIOR to installation.
2. When not in use, the charging cable ~~must can be stored inside~~ outside the garage not outside on a cable charging holder in a location pre-approved by the Architectural Committee. A detachable cable may be stored in the garage.
- 2-3. Charger must be hardwired to prevent nuisance tripping and MUST be on a separate, dedicated circuit with the proper amperage

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

- 3.—The vehicle must be charged on the driveway, and the charging cable must NOT be located on the Village common property.

SPECIFICATION NO. 4_6

LVW Permit Required

Board Approved: July 3, 2024

Page 2 of 2

INSTALLER

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

It is requested that the unit owner, or subsequent owner, notify the Architectural Committee Volunteer (name and phone number shown on the face of PERMIT) when EV Charger installation has been completed. The Volunteer reserves the right to view all such EV Charger installations during work-in-progress and upon completion.

***NOTE REGARDING INSURANCE**

Most standard homeowners' policies don't cover your vehicles or any associated equipment. In New Jersey, condo unit owners installing electric vehicle (EV) charging stations must maintain at least \$100,000 in liability insurance, naming the Association as a certificate holder, per the New Jersey Legislature. The owner is responsible for all damages, installation costs, and indemnifying the Association. Proof of insurance must be provided to the Association.

TERMS & CONDITIONS

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

Board Approved: July 3, 2024
Amended: March 4, 2026

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

**ELECTRIC VEHICLE CHARGING STATION
WAIVER**

DISCLAIMER:

A waiver must be signed by the unit owner that Leisure Village West or its agents will not be responsible for any damage to the unit (including roof, siding, or structure) during installation OR OPERATION of the electric vehicle charging stations.

The unit owner must obtain a licensed electrical contractor to install the Electric Vehicle Charging Station.

The unit owner must also maintain at least \$100,000 in liability insurance, naming the Association as a certificate holder per the New Jersey Legislature. Proof of insurance must be provided to the LVW Association.

Unit Owner Signature

Unit Address

Date: _____

Resident Copy

MANCHESTER PERMIT REQUIRED
For wired electrical camera system

SPECIFICATION FOR UNIT OWNER SECURITY CAMERA INSTALLATION

WAIVER SIGNATURE REQUIRED

The following specification is derived from the Leisure Village West Association, Inc. Policy Resolution Relating to Privacy, which is intended to provide as much privacy as a member of a condominium Association may expect to maintain, when taking into consideration open records laws and modern technology. However, no policy can control or prevent all acts of malicious individuals, who may be intent on violating someone else's privacy. Please remain alert and report any suspicious activity to the police department and follow up with the Association office.

We must all acknowledge that we live in an unprecedented age of access to information and the ability to share it with the world. Nearly every person carries a smartphone that can take photographs, record video and audio, and edit the media directly on the device. That media can then be shared with the world in an instant through the internet and social media, and there is very little the Association can do to regulate the use of these items. These technologies change and advance daily. The Board of Trustees calls on all residents to treat each other with dignity and respect that goes beyond the letter of any law or policy on privacy. Treat others as you would like to be treated – or better!

SECURITY CAMERAS – QUICK GUIDE

- Request must come from the Unit Owner
- Locations preapproved by Association/Architectural Committee volunteer – only above doors and sides of end units and back of units with no door and installed on the trim (see "I" "G" below) – provide a diagram with locations marked
- Wireless preferred – if installing a wired system must have Manchester Permit and please see "I" "M" below
- Size – 5 in high, 5 in wide, and 5 inch extended
- View – no further than 25 feet from door but not into neighboring units
- Must sign a waiver
- Ring door bell – no permit required

Please read all information below to understand ALL the security camera responsibilities of the unit owner.

UNIT OWNER SECURITY CAMERAS

I. Unit Owner Security Camera Installation Specifications

Any unit owner wishing to install an exterior security camera, other than a doorbell camera, must submit a property modification form to the Association's property manager requesting approval of the proposed installation. No exterior security camera may be installed until written authorization is provided to the unit owner by the Association.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 10 1
LVW Permit Required
Board Approved: July 1, 2020
Page 2 of 5

A.

- B.A. Work to be performed in a neat, workmanlike manner in accordance with generally accepted trade practices.
- G.B. All installations shall comply with all local laws, codes, regulations, and ordinances
- D.C. The electrical equipment shall be installed in accordance with the Manufacturer's Instructions.
- E.D. This installation requires a Manchester Township Electrical Bureau Inspection. A certificate of approval shall be submitted to the Leisure Village West Association.
- F.E. All responsibility for the maintenance or replacement of this improvement is that of the owner or subsequent owner and not the Leisure Village West Association
- G.F. Approved security cameras must be installed on the wood door frame/trim, directly over the subject door. If there is no wood frame/trim or if there is insufficient space on the wood frame/trim, then the camera may be installed directly onto the siding over the door. The uppermost part of the mounting base for any security camera installed directly on the siding shall be no more than six (6") inches above the top of the door.
- H.G. Exterior camera colors include black, white, and silver.
- I.H. Doorbell cameras, such as the "Ring" camera, do not require prior written authorization from the Association and are also permitted to be installed on the side wood frame/trim of doorways in a "typical" doorbell location.
- J.I. The exterior-mounted cameras may not exceed five (5") inches in size (5 inches high, 5 inches wide, and extending 5 inches from the mounting base).
- K.J. Wireless cameras are preferred. If a wired system is used, the wires must be completely concealed behind the trim/siding. Any installed wiring for an exterior security camera must be run directly into the home, without disturbing or running under the aluminum siding. No exterior conduit or piping is permitted for camera wiring.
- L.K. Any damage to a building caused by installation, maintenance, and/or repairs of the exterior-mounted security cameras shall be the owner's responsibility to repair. This includes any damage caused by water penetration.
- M.L. The Unit Owner shall be liable to restore the area to its original condition upon removal of any security camera system.
- N.M. The view of the security cameras may only be directed in front of the Unit and directly behind the Unit, and at an angle which extends the view no further than twenty-five (25) feet from the building.
- N. Under no circumstances may cameras be pointed into neighboring units in or any direction, which unreasonably invades neighboring residents' privacy.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 10_1
LVW Permit Required
Board Approved: July 1, 2020
Page 3 of 5

II. **Use of Unit Owner Cameras and Video/Photographic Footage**

- A. Unit owners are fully responsible for the use of any security camera installed at their home. This includes aiming the cameras, managing recording and storage, and addressing any other camera-related issues.
- B. The Association is not responsible for and will not monitor any person's use of his/her security camera and/or the footage recorded by such camera.
- C. If the Association's Board determines that a Unit Owner's security camera footage may be beneficial to the Association, the Association may require camera owners to preserve footage and provide a copy of any requested footage to the Association. Unit Owners shall be obligated to provide the requested footage to the Association. If the Unit Owner does not comply, the Association may seek judicial intervention. It shall be entitled to seek recovery of its attorneys' fees and costs incurred from the noncompliant Unit Owner.
- D. Before being permitted to install an exterior security camera, a unit owner shall be required to sign an acknowledgment of the rules and regulations governing their installation of a security camera, and that they are responsible for any misuse or violation of any laws regarding photography and videography.

DRAFT

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 10_1

LVW Permit Required

Board Approved: July 1, 2020

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POLICY RESOLUTION
RELATING TO PRIVACY
ACKNOWLEDGMENT

I _____ the unit owner of _____ acknowledges the rules and regulations governing my installation of a security camera, and I further acknowledge that I am responsible for any misuse or the violation of any laws regarding photography and videography.

Unit Owner Signature

Date

Resident Copy

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 4_1

LVW Permit Required

Board Approved: December 16, 1992

Page 1 of 1

**INSTALLATION OF UNIT-MOUNTED OUTDOOR LIGHTING
INCLUDING MOTION-DETECTOR AND FIXED SPOT OR FLOOD LIGHTS
AND SOFFIT LIGHTING**

**MANCHESTER PERMIT REQUIRED
For wired electrical lighting systems**

No owner or occupant of a unit may make a change of this type that will alter the external appearance of the unit and require electrical wiring to penetrate the enclosure without obtaining an approved LVW Association Permit.

ALL RESPONSIBILITY FOR MAINTENANCE OR REPLACEMENT OF THIS IMPROVEMENT IS THAT OF THE UNIT OWNER AND NOT THE LEISURE VILLAGE WEST ASSOCIATION.

1. This specification covers lighting fixtures mounted anywhere under soffits or over garage entrances, patio doors, and unit corners, or in porches or porticos.
2. Motion-detector and fixed spot or flood light fixtures shall be approved for outdoor installation, mounted under soffits where possible, and shall not exceed a height of 8 feet above the foundation.
- 2-3. Soffit Lighting – recessed/canless 3-4 inch LED downlights – should be wet-rated fixtures and should be spaced 4 to 6 feet apart in the soffit and may be controlled by remotes or smart apps. The downlights must be pointed downward and capable of further shielding, if necessary, to avoid a disturbing glare when viewed from any neighboring unit. Bulb size must be the standard residential LED bulbs of 9 – 12 watts.
- 3-4. Installation is to be performed by a licensed electrician with insurance coverage registered with the LVW Association, and shall comply with local codes and ordinances.
- 4-5. All motion-detector and fixed or flood light fixtures shall be swiveling type to permit downward beam deflection, which illuminates only the subject unit walkway, driveway, or portico, and shall be capable of further shielding, if necessary, to avoid a disturbing glare when viewed from any neighboring unit. Maximum bulb size: 60 watts or 820 lumens.
6. Motion detector units shall be adjustable for sensitivity and maintained at a setting that avoids triggering of the light by small animals or shadows from wind-driven branches of trees or bushes.
- 5-7. Only white lights allowed – NO colored and NO flashing or blinking lights.

A waiver must be signed by the resident/owner to cover any damage to the unit and/or soffit during installation or replacement.

Approved: December 16, 1992

Amended: August 4, 2021

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 4_1

LVW Permit Required

Board Approved: December 16, 1992

INSTALLATION OF UNIT-MOUNTED OUTDOOR LIGHTING
INCLUDING MOTION-DETECTOR AND FIXED SPOT OR FLOOD LIGHTS
AND SOFFIT LIGHTING

DISCLAIMER:

The unit owner must sign a waiver that neither Leisure Village West nor its agents are responsible for any damage to the unit caused the outdoor lighting (including motion-detector, fixed spot, flood lights, and soffit lighting).

Unit Owner Signature

Unit Address

Date:

RESIDENT COPY