AGENDA

LVWA BOARD OF TRUSTEE MEETING
WEDNESDAY, OCTOBER 7, 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**

APPEARANCES: Dan Keane from Allied Universal (gate services)

ITEMS TO BE VOTED ON:

1. Motion to waive the reading of the minutes.
2. Motion to approve the August 31, 2026, Annual Meeting of Members minutes.
3. Motion to approve the September 2, 2026, Board of Trustees open meeting minutes.
4. Motion to approve the geese-control contract with Feather Free Zone at a rate of $1,065.18 per month with egg removal included at no additional charge, with the expense funded through the operating budget.

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. Revisions to Policy regarding Fines

NEW BUSINESS

1. New Policy regarding E-Bikes
2. Revisions to Resident Private Party Reservation Form

*The next open Board meeting will be held on Wednesday, November 4, 2026, at **1:00 p.m.** in the auditorium of Willow Hall.*

- **ADJOURN OPEN MEETING**

Posted: September 30, 2026

AGENDA

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

RESIDENT COMMENTS/QUESTIONS PERIOD:

- Rules of Public Comment and Participation in the Open Forum are as follows;
  - In general, residents' questions and comments should 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.

Posted: September 30, 2026

LEISURE VILLAGE WEST
ANNUAL MEETING OF MEMBERS

AUGUST 31, 2026
WILLOW HALL

The meeting was held at approximately 10:00 AM with the Pledge of Allegiance.

Present were Board members: Louis Maiocco, Joy Carmody, Samuel Carollo, Christina Basile. Also present were Community Manager - Thomas Hasko and Acting Community Administrator – Juliana Della Donna.

L. Maiocco, BOT Official, called the Annual Meeting of Members of the Leisure Village West Association to order. He stated that the purpose of the Annual Meeting was to conduct the election of Trustees to fill three expiring terms on the Board of Trustees. Each vacancy was for a three-year term.

L. Maiocco reviewed the election process. The Election Committee was responsible for opening and separating the ballots, and MK Elections was responsible for scanning and tallying the ballots submitted by the membership.

At the request of L. Maiocco, Election Committee Chairperson M. Koeppel read the Statement of Verification of Ballot Mailing into the record.

The Association received verification from Caleb Kleppner of MK Elections, New Haven, Connecticut, confirming that on July 29, 2026, a total of 2,692 ballots for the Leisure Village West Association Board of Trustees Election were mailed via First-Class Mail. The names and addresses used for the mailing were provided to MK Elections by the Leisure Village West Association. The verification was signed by Caleb Kleppner of MK Elections.

L. Maiocco requested that the Election Committee Chairperson certify whether the required quorum of 898 ballots had been reached. M. Koeppel certified that the required quorum had been established.

With a quorum established, L. Maiocco declared the polls closed. The Election Committee was directed to begin opening and separating the ballots. Once prepared, the ballots were provided to MK Elections for scanning and tallying.

At 10:05 a.m. the Annual Meeting was suspended while the ballots were processed and counted.

12:15 p.m. Following completion of the ballot count, L. Maiocco reconvened the Annual Meeting.

A representative of MK Elections presented the final vote totals and identified the three candidates receiving the highest number of votes. The three elected candidates were declared elected to three-year terms on the Board of Trustees, effective immediately.

The results of the 2026-2027 Trustee Election were as follows:

Jane Siegmund	723
Mark Kasiewniak	669
Al Damato	569
Steven Leslierandal	519
Carl Brignola	434
Sheryl Skutelsky	287
Michael Fischetti	82
Chuck Lupo	6
Eileen McCarthy	1
Ivan Gilbert	1

DRAFT

The new Trustees for the year 2026-2027 are Jane Siegmund, Mark Kasiewniak, and Al DAmato with three-year terms.

There being no further business to come before the membership, a motion was made and seconded to adjourn the Annual Meeting. The motion carried.

The Annual Meeting of Members of the Leisure Village West Association was adjourned at 12:24 p.m.

_____
Juliana Della Donna
Acting, Community Administrator

_____
Christina Basile
Board Secretary

Approved: PENDING

DRAFT

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

SEPTEMBER 2, 2026
WILLOW HALL AUDITORIUM

The meeting was called to order at 1:00 p.m. by Louis Maiocco, who led the Pledge of Allegiance.

ROLL CALL:

PRESENT: Trustees:
- Louis Maiocco
- Joy Carmody
- Samuel Carollo
- Christina Basile
- Jane Siegmund
- Mark Kasiewniak
- Al DAmato

- Community Manager: Tom Hasko
- Community Administrator: Samantha Bowker

FIRST ORDER OF BUSINESS:

S. Bowker, Community Administrator, stated the procedures for the 2026-2027 Election of Officers. The voting for President, Vice President, Treasurer, and Secretary took place, and the results are as follows:

Reorganization of officers for the 2026-2027 year:

Louis Maicco	President
Samuel Carollo	Vice President
Joy Carmody	Treasurer
Christina Basile	Secretary
Jane Siegmund	Trustee
John Mark Kasiewniak	Trustee
Al Damato	Trustee

Liaison Assignments were assigned as follows by the Board President, L. Maiocco:

Administration Committee	Samuel Carollo
Architectural Committee	Jane Siegmund
Finance Committee	Joy Carmody
Community Services Committee	Christina Basile

L. Maiocco provided a report on the Annual Meeting of the Members, which included the results of the 2026 Board of Trustees election.

DRAFT

ITEMS VOTED ON:

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

C. Basile moved to approve the August 5, 2026, Board of Trustees open meeting minutes. A. DAmato seconded the motion. There being no discussion, the motion was put to a vote and carried unanimously.

M. Kasiewniak moved to approve purchasing two (2) Windstorm Stand-On Blowers from Richard Sales & Rentals for a total cost of $26,656.24; tax included. The funds to meet this expense will be provided by account #3150 – Property Fund. J. Carmody seconded the motion. There being no discussion, the motion was put to a vote and carried unanimously.

A. DAmato moved to approve purchasing one (1) Scag Turf Storm XL-Stand On Spreader/Sprayer (Model STS60XL-23BV) from Richard Sales & Rentals for a total cost of $17,999.00; plus, tax. The funds to meet this expense will be provided by account #3150 – Property Fund. C. Basile seconded the motion. There being no discussion, the motion was put to a vote and carried unanimously.

J. Carmody moved to approve the purchase of the Vermeer Stump Grinder 4-year/unlimited-hour extended warranty in the amount of $5,405.00, plus applicable tax. The funds to meet this expense will be provided by account #3150 – Property Fund. C. Basile seconded the motion. There being no discussion, the motion was put to a vote and carried unanimously.

S. Carollo moved to approve the revisions to Architectural Specification 4_6, "Electric Vehicle Charging Station." J. Carmody seconded the motion. The Board requested that the Architectural Committee revise the specification to address units that do not have garages. There being no further discussion, the motion was put to a vote and carried unanimously.

J. Siegmund moved to approve the revisions to Architectural Specification 10_1, "Unit Owner Security Camera Installation." J. Carmody seconded the motion. There being no discussion, the motion was put to a vote.

J. Siegmund – Yes
C. Basile – Yes
S. Carollo – Yes
J. Carmody – Yes
L. Maiocco – Yes
A.Damato – No
M. Kasiewniak – Yes

The motion carried.

C. Basile moved to approve the revisions to Architectural Specification 4_1, "Installation of Unit-Mounted Outdoor Lighting Including Motion-Detector and Fixed Spot or Flood Lights and Soffit Lighting. A. Damato seconded the motion. Audience member seeking clarification regarding the waiver. There being no further discussion, the motion was put to a vote and carried unanimously.

PRESENTATION OF REPORTS:

I. COMMITTEE REPORTS:

- Barbara Owens, Chairperson, presented a report on behalf of the Architectural Committee.
  Discussion was held regarding five-foot areas, landscaping, mulch, and patio restrictions. The Board clarified landscaping and fire-safety requirements and noted that patio additions or expansions are currently restricted by the Township's land-use plan. Resident concerns regarding ground maintenance, neglected five-foot areas, and walkway lighting were also discussed. Management reviewed the violation and enforcement process and will follow up on reported maintenance and safety concerns.
- Anne Niebergall, Chairperson, presented a report on behalf of the Community Services Committee.
  A resident questioned why the proposed Multiple Sclerosis Support Group application remains tabled. She was advised to discuss the matter further with the Recreation Director.
- Patricia Hansen, Chairperson, presented a report on behalf of the Finance Committee.
  Management addressed concerns regarding rising legal fees, explaining that resident challenges involving contractual, policy, and legal matters often require attorney review and advice. Residents were encouraged to first bring concerns directly to Management, when possible, to help resolve issues before incurring additional legal expenses. Management agreed to contact a resident the following morning to arrange a meeting regarding her concerns.
- Mary Rose McCarthy, Chairperson, presented a report for the Administration Committee.

A resident expressed concerns regarding ongoing sound system issues in Willow Hall and volunteered to assist with an Ad Hoc Committee to explore possible improvements.

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

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

- He reported that fall fertilizing and lawn seeding preparations are underway, with additional aerators rented to expand coverage and address problem areas. The new Building Maintenance Manager, Jason Naia, has begun working with staff and becoming familiar with the community. He reported that the current geese-control contract expires in October and presented three proposals for consideration. Geese Chasers, the current provider, proposed a rate of $1,149 per month plus $99 per egg removal. Geese Police proposed $1,278 per month plus $100 egg removal. Feather Free Zone proposed $999 per month plus tax with no additional charge for egg removal. Based on pricing and included services, Management recommends awarding the contract to Feather Free Zone. The funds to meet this expense will be provided by the operating budget. The Board will vote on this at the next scheduled open meeting on October 7, 2026. Power washing will continue in identified problem areas this season, with plans to clean approximately half of the community each year beginning next year.

Residents raised concerns regarding grounds and landscaping performance, mowing and edging, debris cleanup, power washing, pond vegetation and geese management, walkway lighting, drainage and flooding, sidewalk conditions, five-foot area maintenance, and the overall appearance of the community. Concerns were also expressed regarding accessibility and responsiveness to the needs of elderly and disabled residents. Management will inspect identified problem areas and coordinate necessary follow-up with supervisors and vendors. Discussion was held regarding staffing and operational changes intended to improve grounds and maintenance coordination, work-order tracking, irrigation response, and resident communication. The Board also discussed the possibility of utilizing an outside contractor to address neglected five-foot areas, with costs potentially charged to the responsible unit owner. Residents raised additional concerns regarding Association expenditures, financial accountability, Board transparency, fiduciary responsibilities, vendor performance, meeting procedures, phone hours, and evening meeting availability. The Board and management addressed the concerns and clarified that certain legal, personnel, and confidential matters cannot be discussed publicly.

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

- The Board thanked the Election Committee and its Chair, Marianne Koeppel, for their work throughout the recently completed election. The Board advised that bird feeder guidelines remain under consideration and that existing Association policies will be reviewed for consistency and potential updates. Information regarding new state e-bike regulations will also be distributed to residents, along with reminders to follow applicable requirements and exercise caution due to increased e-bike activity within the community.

UNFINISHED BUSINESS:

1. The Policy Resolution for Fines is still pending. The Board anticipates providing an update or proposed resolution at the next meeting.

THERE WAS NO NEW BUSINESS.

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

There being no further business, the Board meeting adjourned at approximately 3:07 p.m.

_____

Samantha Bowker,
Community Administrator

_____

Christina Basile
Board Secretary

Approved: PENDING

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

Interoffice Memorandum

To: Board of Trustees

From: Tom Hasko, Community Manager

Date: September 2, 2026

Re: Geese Clearing Services

The Association's current geese-control contract is scheduled to expire in October 2026. In preparation for the expiration, Management obtained and reviewed three proposals for continued geese-control services.

The proposals received are summarized below:

Vendor	Monthly Rate	Egg Removal	Additional Information
Geese Chasers *(Current Provider)*	$1,149/month	$99 per egg removal	Egg removal billed separately
Geese Police	$1,278/month	$100 per egg removal	Egg removal billed separately
Feather Free Zone	$1,065.18/month	Included	No additional charge for egg removal

Management Recommendation

Based on the pricing and services included in the proposals, Management recommends awarding the geese-control contract to Feather Free Zone.

Feather Free Zone submitted a monthly rate of $1,065.18, including applicable tax, with egg removal included at no additional charge. This represents a monthly savings of $83.82 compared with the Association's current provider, Geese Chasers, whose base monthly rate is $1,149, before considering the additional savings associated with egg removal.

Based on the monthly rates, Feather Free Zone would result in an annual cost of $12,782.16, compared with $13,788.00 annually for Geese Chasers, resulting in a base annual savings of $1,005.84. This savings does not include the additional benefit of egg removal being provided at no additional charge by Feather Free Zone, compared with Geese Chasers' charge of $99 per egg removal.

The funds necessary to meet this expense will be provided through the Association's operating budget.

Recommended Board Action

Management recommends that the Board of Trustees approve awarding the geese-control contract to Feather Free Zone at a rate of $1,065.18 per month with egg removal included at no additional charge, with the expense funded through the operating budget.

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 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, INC.
POLICY RESOLUTION GOVERNING ELECTRIC BICYCLES, ELECTRIC SCOOTERS,
AND LITHIUM-ION BATTERY SAFETY

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 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 contained in the Consolidated Master Deed provides that each owner, tenant, and occupant of a Unit shall comply with the Master Deed, the Bylaws, the Rules and Regulations of the Association, and the New Jersey Condominium Act; and

WHEREAS, Article VI, Section 1 of the Association's Bylaws (the "Bylaws") provides that the Board 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

WHEREAS, Article VI, Section 1(n) of the Bylaws authorizes the Board to make and enforce reasonable rules and regulations concerning the operation, use, and occupancy of the Units, Common Elements, and Association facilities, which rules and regulations, when adopted by resolution, are binding upon Unit Owners and occupants; and

WHEREAS, Article IX, Sections 1 and 2 of the Bylaws authorize the Board to enforce the Association's governing documents and to levy fines against Unit Owners for violations, subject to the notice and hearing requirements stated therein; and

WHEREAS, P.L.2025, c.285, approved January 19, 2026, amended New Jersey law governing low-speed electric bicycles, motorized bicycles, and low-speed electric scooters, including R.S.39:1-1 and N.J.S.A.39:4-14.3, 39:4-14.3i, and 39:4-14.16, and the six-month transition period provided by section 11 of that law for newly required licenses, registrations, and motorized-bicycle insurance has expired; and

WHEREAS, the requirements imposed by State law are minimum legal requirements and do not prevent the Association from adopting reasonable, more protective rules governing operation, parking, storage, and charging on the Property pursuant to its governing documents; and

WHEREAS, electric bicycles, electric scooters, and similar personal mobility devices are commonly powered by rechargeable lithium-ion batteries, which can overheat, ignite, or enter thermal runaway when damaged, altered, improperly stored, or charged with incompatible or defective equipment; and

WHEREAS, the Board wishes to permit the ownership and storage of such devices and batteries while establishing reasonable storage, charging, and operating requirements intended to reduce the risk of fire, personal injury, property damage, and interference with pedestrian and vehicular traffic; and

WHEREAS, the Board has determined that adoption of the following rules is reasonable, necessary, and in the best interests of the Association and its residents.

NOW, THEREFORE, IT IS RESOLVED THAT:

DEFINITIONS AND SCOPE

1. **"Covered Device"** means an electric bicycle, low-speed electric bicycle, motorized bicycle, electric scooter, hoverboard, electric skateboard, one-wheel device, or similar battery-powered device intended primarily for personal transportation. The term does not include an automobile, motorcycle, powered wheelchair, mobility scooter, or other mobility aid used by a person with a disability.
2. **"E-Bike"** means either a "low-speed electric bicycle" or a "motorized bicycle," as those terms are defined in R.S.39:1-1, as amended. A low-speed electric bicycle is pedal-assist only and ceases motor assistance at 20 miles per hour. The term E-Bike does not include a low-speed electric scooter.
3. **"Low-Speed Electric Scooter"** means a scooter with a floorboard on which the operator may stand, handlebars, and an electric motor capable of propelling the device, with or without human propulsion, at a maximum speed of less than 19 miles per hour, as defined in R.S.39:1-1.
4. **"Battery"** means any rechargeable lithium-ion, lithium-polymer (LiPo), or substantially similar battery or battery pack used to power a Covered Device.
5. **"Fireproof LiPo Bag"** means a commercially manufactured, fire-resistant lithium-battery storage bag or containment pouch marketed as a fireproof LiPo battery bag, appropriately sized to fully enclose the Battery, free of tears, punctures, broken closures, or other material damage, and used in accordance with the bag manufacturer's instructions.
6. **"Property"** means all Units, Common Elements, Limited Common Elements, roads, sidewalks, walkways, parking areas, Association facilities, and other property administered or controlled by the Association.

7. These Rules apply to all Unit Owners, tenants, occupants, residents, family members, guests, visitors, agents, and invitees. Each Unit Owner is responsible for compliance by all persons associated with the Unit.

STORAGE OF COVERED DEVICES AND BATTERIES

1. Covered Devices and Batteries may be stored within a Unit or an enclosed garage appurtenant to a Unit, subject to all requirements of this Resolution. Nothing in this Resolution prohibits the lawful storage of a Battery that is stored in compliance with these Rules.
2. **Mandatory Fireproof LiPo Bag.** Whenever a removable Battery is not installed in and actively powering a Covered Device, including whenever it is stored separately from the Covered Device, the Battery shall be completely enclosed in a Fireproof LiPo Bag. When a Covered Device with a removable Battery is placed into storage and will not be used, the Battery shall be removed and stored in a Fireproof LiPo Bag.
3. A Covered Device having a Battery that cannot be removed without tools may be stored with the Battery installed, provided the device is completely powered off, the battery compartment remains intact and closed, and the device is stored on a stable surface in a dry location away from heat sources, direct sunlight, combustible materials, and all entrances, exits, and paths of egress.
4. A Fireproof LiPo Bag containing a Battery shall be kept closed, except as reasonably necessary during permitted charging, and shall be placed on a stable, noncombustible surface away from combustible or flammable materials. It shall not be placed in or adjacent to an entrance, exit, stairway, hallway, or other path of egress.
5. A Battery or Covered Device that has been dropped, crushed, punctured, involved in a collision, exposed to water, recalled, or that exhibits swelling, cracking, leaking, corrosion, unusual heat, odor, noise, smoke, or other evidence of damage or malfunction shall not be stored on the Property except temporarily while awaiting prompt, lawful removal. It shall not be placed in household trash or recycling. The responsible person shall follow the manufacturer's instructions and applicable law for safe handling and disposal and shall promptly notify emergency services if there is smoke, fire, or an immediate hazard.

CHARGING REQUIREMENTS

1. Charging is permitted only inside the Unit or an enclosed garage appurtenant to the Unit.
2. A removable Battery shall remain within a Fireproof LiPo Bag while charging, with the bag secured around the charging cord to the extent permitted by the Battery and bag manufacturers' written instructions. The Battery and bag shall be placed on a stable, noncombustible surface with adequate ventilation and shall not be covered or enclosed in a manner that traps heat contrary to those instructions.
3. Only the original charger supplied with the Covered Device or Battery, or a replacement expressly approved by the manufacturer for that specific model, may be used.

4. No Battery may be charged if it is hot from use, frozen, wet, damaged, malfunctioning, recalled, or outside the temperature range specified by the manufacturer. A Battery shall be allowed to return to the manufacturer's recommended charging temperature before charging begins.

OPERATION AND PARKING

1. Covered Devices may be operated only on roadways or in other areas expressly designated by the Board. They shall not be operated on sidewalks, pedestrian walkways, grass, landscaped areas, natural-surface trails, recreational facilities, or within Association buildings, except as required for a reasonable accommodation approved by the Association.
2. All Covered Devices shall be operated prudently and at a safe speed, not exceeding any posted speed limit, with due regard for weather, visibility, traffic, pedestrians, and surface conditions. Operators shall obey traffic-control devices, posted signs, and reasonable directions issued by Association personnel.
3. Pedestrians shall have the right-of-way. Operators shall yield before entering or crossing a pedestrian area, shall not weave through pedestrians or vehicles, and shall not engage in racing, stunts, towing, or reckless operation.
4. Every operator and passenger shall wear a properly fitted and fastened helmet while a Covered Device is in operation on the Property. No passenger may ride on a Covered Device unless it is designed and equipped by the manufacturer to carry that passenger.
5. A Covered Device may be parked temporarily only in a manner that does not obstruct a roadway, sidewalk, parking space, entrance, exit, doorway, ramp, fire lane, or path of egress. Long-term parking or storage must comply with the STORAGE OF COVERED DEVICES AND BATTERIES section of this Resolution.

NEW JERSEY STATUTORY REQUIREMENTS AND RIDER COMPLIANCE

1. **Rider age and licensing for E-Bikes.** No person under 15 years of age may operate an E-Bike. Every E-Bike operator who is 15 years of age or older shall possess a valid driver's license of any class or a valid motorized-bicycle license or permit, as applicable. An operator who is 15 or 16 years old shall possess a valid motorized-bicycle license or permit. A learner's permit authorizes operation only during daylight hours, for no more than 45 days, and subject to all other permit conditions. (N.J.S.A.39:4-14.3(c)-(d))
2. **E-Bike registration and sticker display.** Every E-Bike shall be currently registered with the New Jersey Motor Vehicle Commission before it is operated on the Property. The two registration stickers issued by the Commission shall be affixed and displayed on both sides of the E-Bike's front fork, or in any other location subsequently directed by the Commission. Registration shall be renewed when required. As an independent Association rule, these requirements apply throughout the Property, including private roads and other areas controlled by the Association. (N.J.S.A.39:4-14.16(f)(2) and N.J.S.A.39:4-14.3i)

3. **Insurance for motorized bicycles.** A motorized bicycle shall not be operated on the Property unless it is covered by the liability insurance required by New Jersey law and the coverage remains in effect. New Jersey law does not presently require liability insurance for a low-speed electric bicycle, although licensing and registration are required. (N.J.S.A.39:4-14.3(e))

4. **Helmet use by every rider and passenger.** Every operator and passenger of every Covered Device shall wear a properly fitted and fastened protective helmet whenever the device is operated on the Property. This is a uniform Association safety rule and applies even when State law would not otherwise require a helmet for the particular rider or device. Motorized-bicycle operators are independently subject to N.J.S.A.39:4-14.3q, and applicable bicycle helmet laws are incorporated for low-speed electric bicycles and Low-Speed Electric Scooters through N.J.S.A.39:4-14.16(g), including N.J.S.A.39:4-10.1.

5. **Device classification, labeling, and prohibited modifications.** Every Covered Device shall be classified according to its actual design, motor power, throttle or pedal-assist operation, and maximum motor-powered speed under R.S.39:1-1. Every low-speed electric bicycle shall retain the permanently affixed manufacturer or distributor label stating its classification, top assisted speed, and motor wattage. No person shall tamper with or modify a low-speed electric bicycle to change its motor-powered speed capability or engagement, or alter any Covered Device beyond its lawful classification or the manufacturer's labeled operating limits. A device falling outside the definitions of an E-Bike or Low-Speed Electric Scooter, including an "electric motorized bicycle" treated as a motorcycle under R.S.39:1-1, may be operated on the Property only if the Board has authorized that device category and every legal requirement applicable to its actual classification has been satisfied. (N.J.S.A.39:4-14.16(b)-(c))

6. **Required documentation, reflectors, traffic compliance, and accident reporting. Whenever** an E-Bike is operated with its motor engaged, the operator shall carry the valid license or permit, registration certificate, and insurance identification card, to the extent each document is applicable, and shall exhibit the documents when required by law. The Unit Owner shall provide the Association with documentation sufficient to confirm the operator's age and valid license or permit, current registration, applicable insurance, and any certification or recall remedy reasonably necessary to establish compliance; information not reasonably necessary to confirm compliance may be redacted. A low-speed electric bicycle operated from dusk to dawn shall have the reflectors required by law, together with all other required lighting and safety equipment. Every rider shall obey traffic-control devices and all federal, State, and local laws applicable to the device and operator. Operators shall comply with all applicable accident reporting duties. (N.J.S.A.39:4-14.3(e)-(f), 39:4-14.3f, and N.J.S.A.39:4-14.16(g) and (i).)

7. **Separate treatment of Low-Speed Electric Scooters.** New Jersey law does not presently require registration of a Low-Speed Electric Scooter or a driver's license for its operator. Those exemptions apply only to a device satisfying the statutory definition of a Low-Speed Electric Scooter; they do not apply to an E-Bike, motorized bicycle, electric motorized bicycle, motorcycle, or other differently classified device. The scooter operator shall nevertheless comply with all other applicable law and with every storage, charging, helmet, operation, parking, and safety requirement of this Resolution. (N.J.S.A.39:4-14.16(f)(1).)

OWNER RESPONSIBILITY, ENFORCEMENT, AND ADR

1. Each Unit Owner is responsible for any violation committed by the Unit Owner or by any tenant, occupant, resident, family member, guest, visitor, agent, or invitee associated with the Unit, regardless of whether the Unit Owner was present or had actual knowledge of the conduct.
2. Violations of the storage and charging provisions of this Resolution may be treated as health-and-safety violations under the Association's then-current Enforcement and Fine Schedule Resolution.
3. Before any fine becomes payable, the accused shall be afforded any notice, hearing, and alternative dispute resolution.
4. If a Covered Device, Battery, charger, or charging arrangement presents an immediate or substantial threat to persons or property, the Association may direct that charging cease and that the hazardous item be removed from the Property. In an emergency, the Association may contact emergency services and take any lawful action reasonably necessary to protect persons or property.
5. The Unit Owner shall reimburse the Association for all damage, remediation expense, emergency-response cost, professional fee, and attorneys' fees caused by or incurred in connection with a violation, to the fullest extent authorized by the Association's governing documents and applicable law.

GENERAL PROVISIONS

1. The Association's failure to enforce any provision of this Resolution shall not constitute a waiver of the right to enforce that provision or any other provision.
2. If any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
3. Any provision of a previously adopted resolution, rule, or regulation that directly conflicts with this Resolution is superseded to the extent of the conflict. All nonconflicting provisions remain in full force and effect.
4. This Resolution is effective immediately upon adoption and applies to all Covered Devices and Batteries then or later located on the Property.

Failure to Register Electric Bicycle or Electric Scooter: Failure to register an electric bicycle or electric scooter with the Association shall constitute a Standard Violation and shall be subject to enforcement and fines in accordance with the Association's Enforcement and Fine Schedule Resolution, as amended from time to time. The Association shall issue a First Notice providing the Unit Owner with ten (10) days to complete the required registration. If the electric bicycle or electric scooter remains unregistered following the expiration of the ten (10)-day correction period, the Association may impose fines for a continuing violation in accordance with the applicable fine schedule.

LEISURE VILLAGE WEST ASSOCIATION, INC.

RESIDENT PRIVATE PARTY RESERVATION FORM

Willow Hall • Club Encore • Leisure Fair

EVENT INFORMATION

Date of Party: _____

Start Time: _____ **End Time:** _____

Party/Event Type: _____

Resident Host: _____

LVW Address: _____

Phone: _____

Room Requested:

☐ Willow Hall Auditorium ☐ Encore Auditorium ☐ Encore Queen Mary/Patio ☐ Leisure Fair Main Room
☐ Ceramics Room ☐ Rooms A & B ☐ Ping-Pong Room ☐ Other: _____

Number of Resident Guests: _____

Number of Non-Resident Guests: _____

Caterer, if applicable: _____
Certificate of Insurance Provided: ☐ Yes ☐ No ☐ N/A

FEES

Refundable Security Deposit – All Private Parties

A **$250.00 refundable security deposit** is required for all private parties. The deposit will be held for one (1) week following the event and is intended to ensure that the facility is left in the same condition as documented on the facility checklist.

Resident-Only Private Parties

There is **no room rental fee** when all attendees are Leisure Village West residents. The $250.00 refundable security deposit is still required.

Private Parties with Non-Resident Guests

When a private party includes non-resident guests, the following **non-refundable room rental fee** applies and must be paid no later than **one (1) week prior to the event**:

Facility	Non-Refundable Rental Fee
Willow Hall, Club Encore, Leisure Fair or Queen Mary/Patio	**$300.00**
Ceramics Room, Rooms A & B or Ping-Pong Room	**$175.00**

Credit card processing fees are non-refundable.

DRAFT

RULES AND REGULATIONS

1. **Eligibility.** The Resident Host must be in good standing with the Association.
2. **Resident Sponsorship.** A resident may not sponsor a private party on behalf of an outside organization or for commercial purposes.
3. **Reservations.** The requested date must be approved by the Recreation Office. Private parties may not be scheduled on designated LVW holidays.
4. **Resident Host.** The Resident Host must be present during the event and is responsible for the conduct of all guests and for Association property during the event.
5. **Guest List.** A list of non-resident guests must be provided to the Recreation Department and Gatehouses prior to the event.
6. **Facility Access.** Residents and their guests are limited to the room or area reserved for the event. Guests are not permitted in any other portion of the building except for access to the lavatories.
7. **Children.** Children under the age of **15 must be accompanied by an adult at all times**.
8. **Event Conclusion and Cleanup.** All private parties must end, and the facility must be cleaned by **9:30 p.m.** The Resident Host is responsible for bagging all garbage and returning the room to its original condition. Association staff will be responsible for breaking down tables and chairs.
9. **Facility Checklist.** Prior to the event, the Resident Host and an Association staff member will complete a checklist documenting requested supplies and the general condition of the facility.
10. **Alcoholic Beverages.** Alcohol consumption is restricted to the reserved room or area.

Will alcoholic beverages be served? ☐ Yes ☐ No

The Resident Host is responsible for supplying and removing all alcoholic beverages. The Resident Host may not sell alcohol or charge guests a fee for alcoholic beverages.

11. **Indemnification.** The Resident Host agrees to fully indemnify and hold harmless the Association, its officers, agents, and employees from loss, costs, claims, or damages for personal injury or property damage sustained by any person or entity, including the Association, which are directly or indirectly attributable, in whole or in part, to negligent acts or omissions of the Resident Host or the Resident Host's guests.
12. **Reservation Limit.** Residents are limited to **two (2) private parties per unit per calendar year**.
13. **Enforcement. All rules are strictly enforced. Violations of this Agreement may result in forfeiture of the refundable security deposit.**

RESIDENT ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS RESERVATION AGREEMENT.

Resident Host Signature: _____ **Date:** _____

FOR ASSOCIATION USE ONLY

Approved By: _____ **Date:** _____

$250 Security Deposit Received: ☐ Yes
Rental Fee Required: ☐ No ☐ Yes **Amount:** $_____
Payment Received: ☐ Yes

Certificate of Insurance Received: ☐ Yes ☐ N/A
Entered on Recreation Calendar: ☐ Yes
Guest List Received: ☐ Yes ☐ N/A