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

THIS RESOLUTION (the "Resolution") is made on this 5th day of August 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.

Resolution Type: Policy No. Relating To: Member Conduct

Duly adopted at a meeting of Leisure Village West Association, Inc., held this 5th day of August, 2026.

Officer	Vote: YES	NO	ABSTAIN
Joy Carmody, Trustee	✓		
Steve Leslie Randal, Trustee	✓		
Ivan Gilbert, Trustee	✓		
Christina Basile, Trustee	✓		
Samuel Carollo, Trustee	✓		
Louis Maiocco, Trustee	✓		
_____, Trustee			

Attest:

Christina Basile, Secretary Date 8/25/26

File:
Book of Minutes -
Book of Resolutions:

	Book No.	Page No.
Policy		
Administrative		
Special		
General		

Resolution Effective: IMMEDIATELY.

NOW THEREFORE, Louis Maiocco , the President of Leisure Village West Association, Inc., based on the authority granted by the Association's Consolidated Master Deed and Bylaws and the vote reflected above, submits this Resolution for recordation in the Office of the Clerk of Ocean County.

Leisure Village West Association, Inc.

Louis Maiocco
Louis maiocco , President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF OCEAN)

On the 9th day of September , 2026, Louis Maiocco personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Leisure Village West Association, Inc. (the "Association") and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Trustees.

Signed and sworn to before me on

September 9 , 2026

Michele Schoenig
NOTARY PUBLIC OF NEW JERSEY

MICHELE SCHOENIG
Notary Public, State of New Jersey
My Commission Expires 08/11/2030

RECORD AND RETURN TO:
Polulak Law, LLC
615 Main Street
Toms River, NJ 08753