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**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, GENERAL EQUITY
OCEAN COUNTY**

JEREMY M. GLAPION,

Plaintiff,

v.

LEISURE VILLAGE WEST ASSOCIATION, INC.,

Defendant.

Docket No.:

Civil Action

**COMPLAINT FOR DECLARATORY AND
INJUNCTIVE RELIEF**

INTRODUCTION

1. On August 5, 2026—one week after election ballots were mailed and twenty-six days before voting concluded on August 31—the Leisure Village West (“LVW”) Board of Trustees (“Board”) adopted a member conduct policy (“Speech Policy”) that prohibits speech it unilaterally classifies as uncivil, hostile, significantly unprofessional, demeaning, or profane, and permits immediate disciplinary suspension without a prior opportunity for a hearing.

2. The Speech Policy is staggering in its scope: it applies not to just to members, such as Plaintiff, but to tenants, guests, and other residents, and, by its terms, “to ... communications in any form or medium ... regardless of where the communication originates or is received[.]”

3. Notably, the policy leaves “guests” undefined and imposes no temporal limitation on an owner’s responsibility for guest communications. Because it expressly reaches

communications occurring outside of LVW, it plausibly exposes an owner to penalties for otherwise covered speech by anyone who has ever visited that owner, even after the visit has ended.

4. The Speech Policy supplies no standard separating protected, sharply worded criticism from speech that the Board would characterize as “[un]civil”, “hostile”, “unprofessional”, “demeaning”, or “profan[e]”.

5. The Board lacked the authority to pass the Speech Policy.

6. The Board is authorized to enact rules “relative to the operation, use and occupancy of the units, common elements and Association facilities”.

7. The Speech Policy far exceeds this authorization, which requires a nexus to LVW property, by substituting a nexus to subject matter, purporting to cover any communication that has “a substantial connection to the Association, its operations, or the community”.

8. Penalties for violating the Speech Policy include “immediate suspension of a Member’s rights and privileges”, which the Board has indicated it believes includes *voting rights*, prior to a hearing.

9. A Member has no meaningful recourse for a wrongful suspension of such rights. Restoring a wrongfully suspended right after the relevant opportunity to exercise that right has passed cannot restore the participation lost during the suspension. This is especially so if the Board suspends voting rights until after an election.

10. Article I, § 9(B) of the Bylaws requires an opportunity for a hearing before a suspension for a conduct violation.

11. In other words, the Board gave itself power to police private speech about LVW

wherever it occurs, make owners answerable for covered communications by their guests, tenants, and other residents without requiring the owner's knowledge or participation, and suspend the privileges of its most vocal critics before the hearing opportunity the Bylaws require.

12. Because the Board lacked the authority to promulgate the Speech Policy and lacks the authority to enforce it on the terms provided therein, the Speech Policy is void *ab initio*.

13. Even if the Board had authority under the Bylaws to adopt the Speech Policy, its restrictions are so broad and vague as to be unconstitutional on their face and chill protected community-governance speech. N.J. Const. art. I, ¶ 6.

14. Accordingly, Plaintiff, the owner of a unit in LVW and therefore subject to the policy, seeks a declaration that the policy exceeds the Board's authority and independently violates the New Jersey Constitution, together with preliminary and permanent injunctive relief against its enforcement and a new election for the Board seats filled on August 31, 2026, under N.J.S.A. 15A:5-23.

PARTIES, JURISDICTION, AND VENUE

15. Plaintiff Jeremy M. Glapion owns the unit a [REDACTED] in Leisure Village West, Manchester Township, Ocean County, New Jersey.

16. By virtue of that ownership, he is a member of the Association subject to its valid governing documents and rules. Bylaws art. I, § 3(g).

17. Plaintiff was a member entitled to vote in the Association's August 31, 2026 Board election under Article I, § 11 of the Bylaws.

18. Defendant Leisure Village West Association, Inc. (the "Association") is a New Jersey nonprofit corporation that administers the common affairs of Leisure Village West's

condominium unit owners and maintains the community's common elements. Its principal office is at 959 Buckingham Drive, Manchester, New Jersey 08759.

19. The Association acts through its Board of Trustees. The Board adopted the Speech Policy on the Association's behalf.

20. This Court has jurisdiction under the New Jersey Constitution and N.J.S.A. 2A:16-50 to -62 to determine the parties' rights under the governing instruments and to grant declaratory and equitable relief.

21. N.J.S.A. 15A:5-23 also authorizes this Court to review the challenged member election and order a new election or other appropriate relief.

22. Venue is proper in Ocean County under Rule 4:3-2 because the Association and the affected property are located in this County and the challenged action occurred here. The Chancery Division, General Equity, is the appropriate division under Rule 4:3-1(a)(1) because the principal relief sought is equitable.

THE BYLAWS

23. The Association's Bylaws, attached as Exhibit A, identify unit owners and co-owners as members and bind owners, tenants, occupants, and other specified persons to the Bylaws and valid Association rules. Bylaws art. I, §§ 2–4.

24. Article VI, Section 1 grants the Board lawful powers necessary for administration of Association affairs and operation and maintenance of Leisure Village West, except matters reserved by law, the Bylaws, or otherwise to members, owners, or others.

25. Article VI, Section 1(n) specifically authorizes reasonable rules "relative to the operation, use and occupancy of the units, common elements and Association facilities".

26. Article IX, Section 1 authorizes enforcement of the Bylaws and rules promulgated pursuant to them.

27. Article IX, Section 2 authorizes fines for violations of Association rules and the Master Deeds or Bylaws, subject to express limitations.

28. Article I, Section 9(B) permits suspension of certain rights for violations of published rules governing use of common elements and the conduct of persons using them, or nonmonetary covenants of the Master Deeds.

29. It requires an opportunity for a hearing before suspension, limits suspension for a single violation to thirty days, and permits continuation until a continuing violation is abated.

THE SPEECH POLICY

30. On July 6, 2026, Community Manager Thomas Hasko emailed to LVW members a draft Member Conduct Policy and a draft Social Media Policy, set to be voted on at the August 5, 2026 Board meeting. The accompanying email is attached hereto as Exhibit B. The attachments to the email can be found in the original agenda for the August 5, 2026 Board meeting, attached at Exhibit C (Social Media Policy at PDF Pages 16-20; Member Conduct Policy at PDF Pages 21-24).

31. That same day, Plaintiff Glapion sent to Mr. Hasko and Association counsel Michael Polulak an “Objection and Notice of Legal Deficiencies in Member Conduct Resolution Draft (June 30, 2026) and Social Media Resolution Draft (June 26, 2026)”. This letter is attached hereto as Exhibit D.

32. In this letter, Plaintiff Glapion challenged, among other things, the policies’ reach beyond Association property, the incivility standards, owner liability for others’ communications,

and the Board's discretion to impose sanctions.

33. Plaintiff's July 6 letter also invoked Article I, ¶ 6 of the New Jersey Constitution and the protections for community-governance and political speech recognized in *Dublirer v. 2000 Linwood Ave. Owners, Inc.*, 220 N.J. 71 (2014), and *Mazdabrook Commons Homeowners' Ass'n v. Khan*, 210 N.J. 482 (2012).

34. On July 31, 2026, Defendant revised the agenda for the August 5 meeting, writing that "the proposed Policy Resolution Relating to Social Media and Public Communications has been removed from the agenda. ***The language contained in that proposed policy has been summarized and incorporated into the proposed Policy Resolution Relating to Member Conduct***, Section 1, Letter G." (Emphasis added.) The revision notice is attached as Exhibit E, and the revised agenda is attached as Exhibit F.

35. The emphasized language in the notice confirms that withdrawing the separate Social Media Policy did not end the Board's effort to regulate communications and the Board incorporated that intent into the proposed member conduct policy.

36. That same day, Plaintiff sent a second written objection, attached hereto as Exhibit G.

37. In this letter, Plaintiff acknowledged withdrawal of the separate Social Media Policy and certain revisions to the conduct policy, but challenged the revised paragraph 1(g), which expressly extended the conduct policy to communications regardless of location, and was intended to incorporate the withdrawn social media policy.

38. Specifically, ¶ 1(c) of the Speech Policy broadly prohibits acts that disrupt or cause disruption of the expectations of peaceful enjoyment and a safe and healthy work environment

described in paragraphs 1(a)–(b). Its listed violations include both physical misconduct and the speech restrictions alleged here.

39. It also prohibits “[v]erbal abuse, harassment, incivility”, “hostile communications”, “aggressive confrontational behavior”, and repeated conduct intended to “intimidate, demean, or interfere with another person”. Speech Policy at ¶ 1(c)(3).

40. Paragraph 1(c)(4) takes this even further by prohibiting incivility, which it defines as “significantly unprofessional, abusive, harassing, hostile, or demeaning conduct directed toward another person”.

41. Paragraph 1(c)(5) prohibits profanity, slurs, and obscene gestures used in a confrontational manner.

42. Paragraph 1(g) expressly reaches conduct and communications in every form or medium, including oral, written, electronic, and digital communications, whether addressed to an individual or distributed to a group or broader audience.

43. There is no geographic limitation; it expressly applies “regardless of where the communication originates or is received”.

44. The policy does not require use of Association equipment, an Association-operated forum, communication during working hours, or direct delivery to an employee, as Plaintiff suggested in correspondence with Mr. Polulak. As it stands, moving a discussion to a private forum does not remove the asserted disciplinary authority.

45. Paragraph 1(g) further permits the Board to evaluate content, context, manner, audience, frequency, surrounding circumstances, and cumulative effect.

46. Paragraph 1(f) makes the Board the decisionmaker on whether conduct is abusive,

harassing, intimidating, uncivil, or otherwise prohibited.

47. Paragraph 1(f) further invokes the Board’s “reasonable discretion” and the totality of the circumstances, then declares the enumerated acts “illustrative and not exhaustive”. An owner therefore cannot determine the universe of prohibited acts simply by reading the list.

48. The same officials whose decisions are criticized thus decide whether the criticism’s language, repetition, and reach make it punishable.

49. At the August 5 Board meeting,¹ residents repeatedly pressed Association counsel Michael Polulak and Board members to identify the boundary between protected criticism and punishable conduct.

50. When asked what criteria or rubric the Board would use to distinguish permissible criticism from a violation subject to a fine, Mr. Polulak simply read from the policy and the intent stated therein. August 5 Board meeting, 2:04:41–2:05:27.

51. More problematically, when pressed further for a dividing line between protected speech and prohibited speech, Board member Maiocco responded that “you have to trust that the people that you put in here in power will do the right thing”. *Id.* at 2:08:10–2:08:25.

52. A short time later, Board member Leslierandal indicated that the policy permitted disagreement with the Board “as long as it’s done in a civil manner”. *Id.* at 2:08:45–2:08:59.

53. In other words, when members asked how they could know the boundary between protected and prohibited speech, the responses made civility—which is determined in the sole discretion of the Board being criticized—the condition of protected criticism.

¹ Available at <https://www.youtube.com/watch?v=2i7kdjv1jUM>, last accessed Sept. 28, 2026

54. Later, when Mr. Polulak was asked again what defines harassment, he responded that “it’s subjective and it depends on context . . . What’s harassing to one person is not necessarily harassing to another”. *Id.* at 2:14:36–2:14:48. He further identified “frequency”, “loudness”, and “aggressiveness” as factors without defining those terms or explaining how they distinguish forceful criticism from punishable conduct.² *Id.* at 2:15:01–2:15:18.

55. This vagueness appears to be a feature, not a bug. When asked to make the Speech Policy more specific as to whom it protects and applies, Mr. Polulak indicated that it was intentionally drafted broadly to give “enough leverage for the Board where there’s a situation that they have to address, they are permitted to address”. *Id.* at 1:55:53-1:56:03.

56. Mr. Polulak further argued that, without a policy, the Board lacked guidance, and described the Speech Policy as providing “some kind of something for the Board” to decide whether speech was inappropriate. *Id.* at 2:14:44–2:15:01.

57. Mr. Polulak’s position seeks to reframe an unlawful power grab as a power limitation. Contrary to Mr. Polulak’s position, without anything in place, the Board does not have *any* authority to regulate speech beyond its Bylaws; they’re not left with a blank slate to do so.

² Using “aggressiveness” and “loudness” as factors in a subjective decision on civility is extremely problematic, given the history of racially biased perceptions of “aggressiveness”, “loudness” and civility. See, e.g., Daphna Motro et al., *Race and Reactions to Women’s Expressions of Anger at Work: Examining the Effects of the “Angry Black Woman” Stereotype*, 107 J. Applied Psychol. 142 (2022) (discussing Rasinski and Czopp’s 2010 finding that “when viewing a debate on college scholarships, university students rated black female speakers as ruder than white female speakers, even when the content of the message was the same.”); Rose Hackman, *‘It’s Like We’re Seen as Animals’: Black Men on Their Vulnerability and Resilience*, Guardian (July 12, 2016, 11:49 AM EDT), <https://www.theguardian.com/world/2016/jul/12/black-men-america-violence-vulnerable-detroit>, last accessed Sept. 21, 2026 (citing study showing “[i]n America, black men have historically been depicted as aggressive, hypersexual, and violent.”). Whether a speaker risks fine for speech should not depend—actually or potentially—on their identity.

58. The Speech Policy contains other overbroad provisions that are ripe for abuse.

59. For example, Paragraph 1(c)(10) reaches conduct resulting in intervention by law enforcement without expressly requiring a determination that the underlying conduct was unlawful.

60. In other words, under ¶ 1(c)(10), if a Board member calls the police on an LVW Member for a tweet or email and the police respond, that LVW Member is subject to discipline under this new policy, even if the police find no unlawful conduct.

61. Further, ¶¶ 1(d)–(e) extend the policy to members, tenants, guests, and other residents.

62. Paragraph 1(e) imposes no requirement that an owner authorize, know of, participate in, or have an opportunity to prevent another adult's offending communication. Read with paragraph 1(g), the policy extends that responsibility to covered communications regardless of where they originate or are received. It supplies no separate geographic exception for derivative liability.

63. Ultimately, the Board ended discussion and adopted the member conduct policy unchanged from the form to which Plaintiff objected. The adopted member conduct policy is attached hereto as Exhibit H.

64. On August 9, 2026, Mr. Polulak confirmed to Plaintiff in writing that the Board had adopted the Speech Policy and had not authorized rescission. He reiterated Declaration Section 10 and Bylaws Article VI, Sections 1 and 1(n), and Article IX, Sections 1 and 2 as sources of authority.

THE PURPORTED CRITICISM EXCEPTION

65. Throughout the Board meeting, Mr. Polulak pointed to § 3 of the Speech Policy which he claimed protected speech.

66. Indeed, § 3 ostensibly announces protection for good-faith communications.

67. Paragraph 3(a) says the policy regulates conduct rather than viewpoints or opinions. Paragraph 3(b) permits concerns, complaints, criticism, disagreement, suggestions, and opinions about Board and management actions, decisions, performance, expenditures, and other Association affairs but only “provided such communications do not otherwise constitute conduct prohibited by this Policy”.

68. That last condition returns the speaker to the problematic and vague prohibitions on incivility, hostility, and demeaning expression. The policy supplies no independent standard separating a caustic assessment of a Board member’s competence from the demeaning communication prohibited by paragraph 1(c)(4).

69. Paragraph 3(c) says criticism, negativity, controversy, unpopularity, embarrassment, persistence, discomfort, or offense does not “standing alone” establish a violation. It does not say that combining those features with the label “demeaning” or “hostile” remains protected. The Board can invoke two descriptions of the same criticism as though the second supplied a separate act of misconduct.

70. The operative terms supply no boundary between pointed criticism of an identified Trustee’s or manager’s performance and prohibited “demeaning” or “significantly unprofessional” conduct. They likewise supply no boundary separating persistent advocacy from a prohibited cumulative pattern when the supposed misconduct consists of the advocacy’s repetition or tone.

71. The exception therefore supplies no independent protection against punishing criticism as incivility. It leaves the Board to decide whether the criticism is the prohibited conduct.

72. For example, consider the statements “Board member Sally Doe is doing a bad job”, “Board member Sally Doe is a hack doing a bad job”, and “Board member Sally Doe is doing such a bad job I think my dog could do better”. Each expresses a judgment about performance. The latter two add an epithet or obvious exaggeration. The Speech Policy supplies no standard for identifying which of these statements, if any, are punishable, instead depending on the sensitivities and whims of the Board or the identity of the speaker.

73. In addition, even if the Board would not consider any of the three statements actionable from their content—which is impossible to know and changes with the sensibilities of each Board member and the identity of the speaker—paragraph 1(c)(10) creates another route to discipline: a Board member could call the police and claim harassment, thereby invoking police intervention prompted by one of those statements and making the speech punishable.

74. The Speech Policy thus operates almost without meaningful limitation and burdens the substance of community debate. It makes participation depend on anticipating how the subjects of that criticism will classify it.

THE BYLAWS DO NOT DELEGATE GENERAL AUTHORITY OVER PRIVATE GOVERNANCE SPEECH

75. In pre-litigation correspondence, Mr. Polulak identified both Article VI §§ 1 *and* 1(n) of the Bylaws as sources of the Board’s authority to adopt the Speech Policy.

76. As discussed above, the introductory paragraph of the Bylaws, Article VI, § 1, serves as the general administrative clause. It confers lawful powers necessary to administer Association affairs and operate and maintain Leisure Village West, subject to matters reserved to

others. Its list of powers is nonexclusive.

77. Article VI, § 1(n) specifically authorizes reasonable rules “relative to the operation, use and occupancy of the units, common elements and Association facilities”. It identifies the subject matter of the Board’s rulemaking power.

78. Section 1(n) does not authorize the Board to punish private governance speech merely because it concerns Association affairs.

79. The Bylaws do *not* delegate a general power to discipline owners for the tone, content, audience, or persistence of private governance discussion.

80. Reading the general administrative clause in § 1 to authorize this policy would erase § 1(n)’s subject-matter limitation: any private discussion about the Association would become regulable merely because it concerns Association affairs.

81. The Board has asserted precisely that reach through paragraph 1(g), coupled with the prohibitions on hostile and demeaning expression, without requiring an obstruction of property use or work independent of the Board’s judgment that the expression is uncivil, hostile, or demeaning.

82. Article XIII prescribes procedures for amending the Bylaws. On information and belief, the Board adopted the Speech Policy as a rule, without amending the Bylaws or another superior governing instrument to supply the powers it asserts.

83. Paragraph 5(d) of the Speech Policy purports to supersede conflicting earlier resolutions; it does not and cannot amend the Bylaws.

THE SPEECH POLICY IMPOSES DISCIPLINE NOT PERMITTED BY THE BYLAWS

84. Paragraph 4(a) of the Speech Policy authorizes fines under the Association’s then-

current fining policy and suspension of membership rights and privileges in accordance with the Master Deed and Bylaws.

85. Article I, § 9(B) of the Bylaws instead states: “No such suspension [of rights and privileges] shall be taken by the Board until the Unit Owner is afforded an opportunity for a hearing in accordance with due process”.

86. Section 9(B) also limits suspension for a single violation to thirty days and permits indefinite suspension only until a continuing violation is abated.

87. The Bylaws contain no express emergency exception to these requirements.

88. Paragraph 4(c) of the Speech Policy, on the other hand, authorizes the Board to impose an immediate suspension of membership rights and privileges if it determines that a “violation endangers the health, safety or welfare of others”.

89. Although paragraph 4(c) allows the suspended member to participate in ADR to contest the violation, the suspension remains “in place until the Association has confirmed that the threat to others no longer exists”.

90. A right to contest discipline after suspension begins does not provide the hearing opportunity the Bylaws require before suspension. Nor does paragraph 4(c) set a deadline for the Association to make its threat determination.

91. At the August 5 Board meeting, a resident stated that the Board had previously overturned an ADR decision. Mr. Polulak responded by acknowledging that ADR decisions are nonbinding. August 5 Board meeting, 1:58:02–1:58:13.

92. Further, the Board cannot replace the Bylaws’ continuing-violation requirement for indefinite suspension with its own prediction of future harm.

93. The Board adopted this disciplinary mechanism immediately after ballots had been mailed for the August 31, 2026 election and before voting concluded. Members had an immediate interest in discussing the qualifications and performance of those governing the community throughout that period.

94. The tabled separate Enforcement and Fines Schedule for Violations proposed suspension of an owner's voting rights "to the extent permitted under the Association's Master Deed or By-Laws". Exhibit F, PDF p. 23, § IV(1). That proposal raises the question whether the Board reads the governing documents to permit voting suspension for conduct violations.

95. Article I, § 9(A) of the Bylaws authorizes suspension of "membership and voting rights" *only* for unpaid assessments.

96. Section 9(B) omits that express grant. It addresses "rights and privileges" in a paragraph beginning with rules governing use of common elements and the conduct of persons using them, and also reaches nonmonetary Master Deed covenants. Article I, § 8(b) expressly links § 9 to suspension of the use and enjoyment of general common elements.

97. Article I, § 11 separately defines good standing for voting in Board elections and guarantees voting eligibility to members who meet that definition, including members with a pending, unresolved dispute concerning assessed charges initiated through a qualifying alternative to litigation or pertinent court action. It does not identify a conduct violation, standing alone, as a ground for loss of voting eligibility.

98. The Board tabled the proposed Enforcement and Fines Schedule for Violations. That proposal is not an adopted grant of authority. The Speech Policy, however, still authorizes suspension of membership rights and privileges, subject to the Master Deed and Bylaws. Speech

Policy ¶ 4(a).

99. The Board adopted the Speech Policy immediately during the voting period for the August 31 election, burdening the governance discussion that informs members' votes.

100. Allowing the Board also to suspend immediately the voting rights of its most vocal critics—or even leaving open that interpretation—is an additional threat to member participation.

101. Declaratory relief is needed to confirm that the Board lacks the authority to suspend voting rights for conduct violations of the type discussed herein.

EVEN IF THE BYLAWS DID DELEGATE AUTHORITY OVER PRIVATE SPEECH, THE SPEECH POLICY IS UNCONSTITUTIONAL

102. Article I, ¶ 6 of the New Jersey Constitution protects freedom of speech, including against unreasonably restrictive action by private entities in circumstances presented by common-interest communities. Plaintiff's ownership and membership interests include a direct stake in discussing how this community is governed.

103. As the New Jersey Supreme Court has stated, "speech about matters of public interest, and about the qualifications of people who hold positions of trust, lies at the heart of our societal values." *Dublirer v. 2000 Linwood Ave. Owners, Inc.*, 220 N.J. 71, 87 (2014).

104. Plaintiff's criticism of Board decisions and performance concerns the use, management, and governance of the community in which he owns property. That speech is compatible with the community's residential purposes. His interest in communicating it outweighs the Association's asserted interest in shielding officials from its hostile or demeaning tone.

105. The Speech Policy reaches private conversations and online discussions that

consume no Association resources and interrupt no Association work. It reaches conversations occurring both on and off Association property. The Association's interests in safety, property use, and employee protection do not require a power to punish those communications merely because officials find them uncivil.

106. The speech restrictions are substantially overbroad: they reach ordinary criticism, ridicule, repeated advocacy, and private governance discussions across every medium, extending far beyond threats, physical misconduct, and actual operational obstruction. The same provisions are impermissibly vague because they supply no intelligible boundary between protected criticism and prohibited demeaning expression and leave that determination to its subjects.

107. The resulting deterrence is built into the policy. A member must either temper criticism to avoid the Board's undefined incivility standard or risk discipline. Section 3's conditional assurances do not cure the prohibitions that create that choice.

THE POLICY IS PRESENTLY DETERRING PLAINTIFF FROM SPEAKING

108. Plaintiff Glapion is presently afraid to speak about Association affairs because he cannot determine when the Board will classify his criticism as punishable incivility, hostility, demeaning conduct, or a prohibited pattern. That fear is affecting his willingness to speak now.

109. In addition, Plaintiff's mother currently resides in his LVW unit. Plaintiff fears that this good-faith challenge to the Speech Policy could expose her to retaliation.

110. Plaintiff Glapion wants to express his views on Board decisions and performance and to participate in community discussion without risking discipline under those standards. His written objections establish his continuing involvement in those subjects. The Speech Policy expressly reaches him as an owner-member and reaches those subjects as Association-related

communications.

111. This fear arises from the policy's text, the Board's adoption of this policy after Plaintiff's specific objections, the Board's retained power to determine violations, and the authorized penalties. The conditional criticism protections leave that mechanism in place. Counsel's defense of measures against serious harassment does not remove the broader operative prohibitions on incivility and demeaning speech.

112. The injury is the participation the policy is suppressing while it remains enforceable. The policy's reach across media and locations prevents Plaintiff Glapion from avoiding that burden simply by moving an Association-related discussion to another forum. The same provisions deter other covered speakers from forceful governance discussion.

113. Plaintiff Glapion seeks prospective relief from the policy and its disciplinary machinery, together with relief addressing the August 31 election as alleged below. His claim does not depend on a fine already having been assessed, a vote already having been denied, or a scheduled speaking event. His present self-censorship is the injury requiring relief; he need not first submit to discipline to experience the deterrent effect alleged here.

114. A declaration of invalidity and injunction against enforcement would remove the challenged source of that injury. A later damages award cannot restore the participation deterred while the policy remains in force.

THE SPEECH POLICY TAINTED THE AUGUST 31, 2026 ELECTION

115. "Speech is an essential mechanism of democracy, for it is the means to hold officials accountable to the people. The right of citizens to inquire, to hear, to speak, and to use information to reach consensus is a precondition to enlightened self-government and a necessary

means to protect it. The First Amendment has its fullest and most urgent application to speech uttered during a campaign for political office.... [P]olitical speech must prevail against laws that would suppress it, whether by design or inadvertence.” *Citizens United v. Federal Election Com’n*, 558 U.S. 310, 339-40 (2010).

116. “No form of political speech is entitled to greater constitutional protection than [core political speech.]” *Clinton v. Ohio Elections Com’n*, 514 U.S. 334, 347 (1995).

117. “Speech about matters of public interest, and about the qualifications of people who hold positions of trust, lies at the heart of our societal values.” *Dubler v. 2000 Linwood Ave. Owners, Inc.*, 220 N.J. 71, 87 (2014) (in context of homeowners board election).

118. Ballots for the August 31, 2026 Board election were mailed on July 29.

119. The Board adopted the Speech Policy one week after that mailing and twenty-six days before voting concluded.

120. Members who previously submitted ballots could change their ballots at the August 31 election meeting, and members who had not yet voted could vote in person.

121. During the period from adoption through the close of voting, the Speech Policy’s prohibitions and disciplinary provisions applied to discussion of Board performance and Association governance.

122. The policy contained no exemption for election-related advocacy, which were subject to the same undefined incivility standards discussed herein.

123. Between the Speech Policy’s adoption and the August 31 election, Plaintiff’s fear of discipline caused him to withhold or temper criticism of Board decisions and performance that he otherwise would have expressed in community discussion before members finalized their

votes.

124. The Board thus placed members discussing its stewardship in the position of having to predict whether the Board would label their criticism uncivil, hostile, or demeaning.

125. The same officials whose performance members were entitled to evaluate retained the power to classify that criticism as a disciplinary offense.

126. The resulting self-censorship impaired the exchange of views through which members could assess the Board's performance and the direction of Association governance before voting concluded. That discussion remained capable of influencing members who had not yet voted and members who could change previously submitted ballots on August 31.

127. The election was held and certified on August 31, 2026. The seats filled in that election are the "Challenged Seats." The persons elected for three-year terms were: Jane Siegmund, Mark Kasiewniak, and Al D'Amato.

128. An injunction against future enforcement would restore the opportunity to speak going forward, but it would not restore the opportunity to influence the August 31 election through the discussion suppressed before voting concluded. Leaving the election undisturbed would preserve the governance consequences of an election conducted under the challenged restrictions.

129. Plaintiff therefore seeks a new election for the Challenged Seats after the unlawful restrictions are restrained and members have a meaningful opportunity to discuss Board performance, candidates, and Association affairs before voting. The requested relief would return that choice to the members through an election unburdened by those restrictions.

COUNT ONE
DECLARATORY RELIEF UNDER N.J.S.A. 2A:16-50 TO -62: THE SPEECH POLICY EXCEEDS THE
BOARD'S AUTHORITY

130. Plaintiff incorporates the preceding factual allegations.

131. The Uniform Declaratory Judgments Law, N.J.S.A. 2A:16-50 to -62, permits determination of the parties' rights and the construction and validity of the governing instruments. As an owner-member bound by those instruments and presently deterred by the Speech Policy, Plaintiff has a direct interest in that determination.

132. An actual controversy exists. Plaintiff has challenged the Board's authority in writing, the Board adopted the disputed policy, and Association counsel defended its authority and confirmed that rescission had not been authorized. The policy remains an asserted source of disciplinary power over Plaintiff's speech.

133. The Speech Policy exceeds the authority delegated by Article VI, § 1(n) by regulating private communications based on their connection to Association affairs, without requiring a nexus to the operation, use, or occupancy of community property. The general administrative clause does not erase that specific limitation.

134. Provisions requiring compliance with valid rules and permitting enforcement do not independently authorize the substantive restrictions imposed here. Nor may the Board amend the governing instruments' limits through a subordinate resolution.

135. Plaintiff seeks a declaration that the Speech Policy is beyond the Board's delegated authority and void, and preliminary and permanent relief against its enforcement. Alternatively, he seeks invalidation of the offending provisions and their enforcement mechanisms if the Court determines that valid provisions can be severed.

COUNT TWO
DECLARATORY AND INJUNCTIVE RELIEF FOR VIOLATION OF THE NEW JERSEY CONSTITUTION

136. Plaintiff incorporates the factual allegations preceding Count One.

137. The Speech Policy violates Article I, ¶ 6 of the New Jersey Constitution by unreasonably restricting protected speech concerning community governance, including Plaintiff's criticism of Board decisions and performance.

138. The restrictions burden Plaintiff in his capacity as an owner-member with a direct interest in community governance. Their application to private discussions and communications imposes a substantial expressive burden without a corresponding intrusion upon Association property or operations that justifies that burden.

139. The prohibitions on incivility, hostility, and demeaning expression, coupled with the unrestricted geographic and media reach, cumulative-pattern assessment, and derivative owner liability, encompass a substantial range of protected governance speech in relation to the policy's legitimate applications. Section 3 preserves those same prohibitions and therefore does not cure their overbreadth.

140. Those provisions also fail to provide a discernible standard separating protected criticism from prohibited expression. The Board's reliance on reasonableness, context, and objective facts does not supply the missing substantive boundary, leaving speakers to guess how their criticism will be classified.

141. Plaintiff is presently censoring his participation because of those restrictions and the disciplinary consequences they authorize. The injury continues while the policy remains enforceable.

142. Plaintiff seeks a declaration that the Speech Policy is facially invalid for substantial

overbreadth and vagueness and unreasonably restricts his protected governance speech. He seeks preliminary and permanent injunctive relief against enforcement, or, alternatively, invalidation and restraint of the offending provisions if the Court determines they are severable.

COUNT THREE
DECLARATORY AND INJUNCTIVE RELIEF AGAINST UNAUTHORIZED SUSPENSIONS

143. Plaintiff incorporates the factual allegations preceding Count One.

144. Paragraph 4(c) conflicts with Article I, § 9(B) of the Bylaws by permitting immediate disciplinary suspension before the owner receives the required opportunity for a hearing. Post-suspension ADR does not satisfy that express pre-suspension requirement.

145. Paragraph 4(c) also authorizes suspension for a completed violation to continue beyond thirty days until the Association confirms that a threat has ended. Section 9(B) instead permits indefinite suspension only while a violation continues, until its abatement.

146. The references to the Master Deed and Bylaws in paragraphs 4(a) and 5(a) do not authorize paragraph 4(c)'s conflicting procedure or duration. The Board cannot create those exceptions through a rule that is subordinate to the Bylaws.

147. Plaintiff seeks a declaration that paragraph 4(c)'s immediate-suspension exception and its authorization of suspension beyond the Bylaws' limits are invalid, together with preliminary and permanent relief against enforcement of those provisions. Independently, Plaintiff seeks a declaration that neither paragraph 4(a) nor paragraph 4(c) authorizes suspension of voting rights for conduct violations. These grounds require relief even if another portion of the Speech Policy survives.

COUNT FOUR
REVIEW OF THE AUGUST 31, 2026 ELECTION AND NEW-ELECTION RELIEF UNDER N.J.S.A.
15A:5-23

148. Plaintiff incorporates the factual allegations preceding Count One.

149. N.J.S.A. 15A:5-23 authorizes a member entitled to vote at an election to seek judicial review of that election upon notice to the persons elected, the corporation, and others as the Court directs. It authorizes the Court to confirm the election, order a new election, or grant other relief as justice requires. Plaintiff invokes that statute in his capacity as a member entitled to vote at the August 31, 2026 election.

150. The Board imposed the challenged restrictions after ballots had been mailed and before voting concluded, despite Plaintiff's two written objections and the questions raised at the August 5 meeting. Those restrictions subjected criticism of Board performance to discipline imposed by the Board itself, on the unauthorized and unconstitutional terms alleged in Counts One through Three.

151. As alleged above, those restrictions deterred Plaintiff's participation in the discussion before voting concluded and materially impaired the process by which members could exchange views about Association governance before choosing their representatives. The injury concerns the conditions under which members formed and expressed their electoral judgments.

152. Prospective invalidation of the Speech Policy alone would leave the results of that impaired process in place. A new election, preceded by a meaningful opportunity for discussion free of the unlawful restrictions, is necessary to remedy the election-related injury alleged here.

153. Plaintiff requests judgment setting aside the August 31, 2026 results for the Challenged Seats and ordering a new election for those seats on a Court-approved schedule, with the unlawful restrictions and disciplinary provisions restrained. Plaintiff seeks lawful notice, eligibility, and nomination procedures and sufficient time for candidate discussion and member advocacy before voting.

154. Plaintiff requests prompt adjudication of this count while a new election can still provide meaningful relief for the terms at issue. *See Verna v. Links at Valleybrook Neighborhood Ass'n, Inc.*, 371 N.J. Super. 77, 94 (App. Div. 2004) (recognizing its authority to order a new election when a board acts *ultra vires*, but declining that relief after the challenged one-year terms had expired and subsequent elections had occurred).

155. He also requests directions for notice to the persons elected and any other interested persons, and for any joinder necessary to adjudicate their interests before the election results are set aside.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jeremy M. Glapion requests judgment against Defendant Leisure Village West Association, Inc., as follows:

A. Declaring the Speech Policy void and unenforceable because it exceeds the Board's delegated authority and independently violates Article I, ¶ 6 of the New Jersey Constitution;

B. Preliminarily, on a supported application, and permanently enjoining Defendant and those acting on its behalf who are properly bound by the order from enforcing the Speech Policy, including by imposing or collecting fines, suspending rights or privileges, or demanding

removal of protected communications under threat of discipline;

C. Alternatively, if the Court determines that valid provisions can be severed, declaring the challenged speech restrictions and their associated derivative and cumulative enforcement provisions invalid and enjoining their enforcement against persons subject to them; or, if the Court limits the personal scope of relief, granting that protection to Plaintiff, including against derivative discipline;

D. Declaring paragraph 4(c) invalid to the extent it authorizes suspension without the hearing opportunity required by Article I, § 9(B) of the Bylaws or beyond the duration permitted by that provision, and enjoining enforcement of those terms;

E. Declaring that no provision of the Speech Policy, including paragraphs 4(a) and 4(c), authorizes suspension of voting rights for conduct violations;

F. Directing Defendant to notify its members of the judgment and any injunction through the channels it ordinarily uses to communicate Association rules;

G. Under N.J.S.A. 15A:5-23, setting aside the August 31, 2026 election results for the Challenged Seats and directing Defendant to conduct a new election for those seats, with the unlawful restrictions and disciplinary provisions restrained and under a Court-approved schedule allowing meaningful discussion and advocacy before voting, subject to lawful notice, eligibility, and nomination procedures;

H. Providing for notice to the persons elected and any other persons the Court directs, any necessary joinder, and prompt adjudication of Count Four so that effective election relief remains available;

I. Awarding allowable costs and such other relief as the Court deems just and

equitable;

J. Granting such other and further relief that the Court deems just.

Dated: September 28, 2026

s/ Jeremy M. Glapion

Jeremy M. Glapion

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Pro Se

EXHIBIT A

Bylaws of Leisure Village West Association, Inc.

Amended: May 15, 2000

September 25, 2002

April 3, 2019

February 10, 2020

March 8, 2021

July 6, 2022

[Restated to incorporate the May 12, 2022 Amendment relating to Electronic Notices — see Article III, Section 12]

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BYLAWS OF LEISURE VILLAGE WEST ASSOCIATION, INC.

ARTICLE I

APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS

SECTION 1. These Bylaws shall be applicable to Leisure Village West Association, a non-profit corporation of the State of New Jersey, hereinafter defined, to the community and recreational facilities owned by the Association and to each Condominium which is now or may hereafter be created and declared as part of the Condominium known as Leisure Village West in Manchester Township, New Jersey, hereinafter referred to as the "Condominium."

SECTION 2. All present and future owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominiums, shall be subject to these Bylaws and to the rules and regulations issued by the Association to govern the conduct of its members. Ownership, rental or occupancy of any of the units in the Condominiums shall be conclusively deemed to mean that said owner, tenant or occupant has accepted and ratified these Bylaws and the rules and regulations of the Association and will comply with them.

SECTION 3. DEFINITIONS. Unless indicated otherwise, all definitions set forth in the Master Deeds of the Condominiums or in N.J.S. 46:8B-3, are incorporated herein by reference. Additionally, common definitions as used throughout these Bylaws are:

(a) "Association" means Leisure Village West Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominiums and to maintain, repair and replace the general and limited common elements of the Condominiums as provided for in the Master Deeds and these Bylaws.

(b) "Board" means the Board of Trustees of the Association, and any reference herein or in the Certificate of Incorporation, Master Deeds, Bylaws, or Rules or Regulations to any power, duty, right of approval or any other right of the Association shall refer to the Board and not to the membership of the Association, unless the context expressly indicates to the contrary.

(c) "Common elements" means "general common elements" and "limited common elements", as defined in the Master Deeds of the Condominiums.

(d) "Common expenses" means all those expenses anticipated by N.J.S. 46:8B-3(e), in addition to all expenses including reserves incurred or assessed by the Association, and/or its Trustees, officers, agents or employees, in the lawful performance of their duties and powers.

(e) "Eligible Mortgage Holder" means any holder of a first mortgage on a Unit which has requested that the Association notify it of any proposed action that requires the consent of a specific percentage of Eligible Mortgage Holders.

(f) "Lease" means any agreement for the leasing or rental of any unit in the Condominium.

(g) "Member" means the owner or co-owners of a unit in any of the Condominiums, subject to Article I, Section 4 of these Bylaws.

(h) "Manager of the Association" means one or more persons duly authorized by the Board of Trustees of the Association to act as its duly authorized representative for specified purposes.

(i) "Owner" or "Unit Owner" means and refers to those persons or entities in whom record (fee simple) title to any unit is vested as shown in the records of the Ocean County Clerk, unless the context expressly indicates otherwise. This shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".

(j) "Permitted Mortgage" means and refers to any first mortgage lien encumbering a Unit held by any Lender, or to a purchase money mortgage held by the seller of a Unit, or to any mortgage lien which is expressly subordinate to any existing or future Common Expense liens imposed against the Unit by the Association.

(k) "Rules and Regulations" means those Rules and Regulations adopted by the Association, together with all future amendments or supplements thereto.

(l) "Unit" means a part of the Condominium designated and intended for independent ownership and use, regardless of type, and shall not be deemed to include any part of the general common elements or limited common elements situated within or attached to a Unit, as defined in the Master Deeds for the Condominiums.

(m) "Membership Card" means any form of identification provided by the Association to the members for membership identification

(n) "Special Ballot" means voting by mail or any other alternate method approved by the Board of Trustees.

(o) "Associate Member" means a tenant who does not own the unit in which he resides but has, through a lease agreement, the right to use the common elements as if he were a unit owner.

(p) "Member In Good Standing" The definition of "Good Standing" as it relates to use and access to common amenities:

"Good Standing" shall mean the status applicable to an association member who is current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed, and which association member has not failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. The Association may restrict use and access to common amenities for any unit owner not current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed.

The definition of "Good Standing" as it relates to (1) voting in board elections, (2) voting to amend the By-Laws, and (3) nominating or running for any membership position on the Board of Trustees.:

An association member who is: 1) current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed; or 2) in full compliance with a settlement agreement with respect to the payments of assessments, legal fees or other charges

lawfully assessed; or 3) has a pending, unresolved dispute concerning charges assessed which dispute has been initiated through a valid alternative to litigation pursuant to N.J.S.A. 46:45:22A-44.2(c), through N.J.S.A. 46:8B-14(k), or through a pertinent court action. A member who meets this definition shall be entitled to vote in a board election, vote to amend the By-Laws, and nominate or run for any membership position on the Board of Trustees.

SECTION 4. ASSOCIATION MEMBERSHIP. Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of units in the Condominium

In the event that a member shall mortgage his unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges, and obligations in the Association, including the right to vote in the affairs of the Association so that if the member should be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

SECTION 5. ASSOCIATE MEMBERS. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner (pursuant to the Master Deeds and these Bylaws) may be an associate member of the Association, but shall not be entitled to any vote with respect to Association matters unless the Unit Owner provides the Association with written consent permitting the tenant or lessee to exercise a vote. Official notification will be sent to these associate members. Associate members shall not be eligible for any Association office.

SECTION 6. LEASING OR RENTAL OF UNITS.

A. All rental or lease agreements shall be for a one, two, or three year term. No leases with any other fixed-terms or month-to-month terms are permissible. All tenants and occupants shall be governed by the Master Deeds, Bylaws and Rules and Regulations. In every tenancy created pursuant to these Bylaws, at least one occupant of the premises must meet the 55-year old restriction provided for in the Master Deeds, unless the occupancy is pre-approved by the Board of Trustees. Unit Owners must file a certified copy of the lease or permit to occupy with the Association at or before the commencement of the lease or occupancy.

B. In the event that a member leases his unit to his parent or parents or child that complies with the Association's age restrictions, or permits his parent or parents or of-age child to occupy the unit, such rental or occupancy may be of unlimited duration. The tenant or occupant-parent or parents shall be treated as an associate member of the Association. The member shall have the burden of providing sufficient evidence to the Association that the resident(s) is his parents, and upon providing sufficient evidence as determined by the Association, no lease agreement shall be required.

C. No Unit Owner may lease less than the entire Unit. Units shall not be rented or used by the owners thereof for transient or hotel purposes, which is defined as (a) rental for any period of less than twelve (12) months, or (b) rental if the occupants of the Unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen, bell boy service, etc.

D. No more than eight percent (8%) of Units in the Association shall be permitted to be leased at any given time. The Association shall maintain a current list of leased Units throughout the community.

E. A Unit Owner desiring to lease his or her Unit may do so only if the Unit Owner has received a permit to do so from the Association (a "Leasing Permit"). Upon receiving a Leasing Permit, the Unit Owner may lease his or her Unit (but not less than his or her entire Unit) provided that such leasing shall be in strict accordance with the terms and conditions of this Master Deed, the Bylaws, and the Association's Rules and Regulations. All Leasing Permits shall be valid only as to the particular Unit Owner, Unit, tenant, and lease to which they are issued and shall not be transferable between Unit Owners or Units or tenants or leases.

F. A Unit Owner shall be given a Leasing Permit so long as (1) the Unit Owner has acted in compliance with the Association's Bylaws, Master Deed, and Rules and Regulations; (2) the proposed lease is provided to the Association and is in compliance with the Association's Bylaws, Master Deed and Rules and Regulations; (3) the Unit Owner provides proof that the Landlord Identity Registration Statement has been filed with the municipal clerk; (4) Leasing Permits are not currently issued and in effect for eight percent (8%) or more Units within the Association; and (5) the Unit Owner has owned and personally resided within the Unit for at least two (2) years. If Leasing Permits have been issued for eight percent (8%) or more Units, then no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits falls below eight percent (8%) of Units. Any Unit Owner who wishes to obtain a Leasing Permit, but cannot because the maximum number of Leasing Permits are already issued may be placed upon a waiting list. Once a current Leasing Permit expires, the next Unit Owner on the waiting list that meets all of the requirements of this Paragraph shall be given a Leasing Permit.

G. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to a Unit Owner to lease his Unit to a specified lessee even if doing so will cause the Association to exceed the eight percent (8%) rental cap. A Unit Owner that seeks such permission shall submit a written request to the Association's property manager which shall be granted or denied in the sole discretion of the Association's Board of Trustees.

H. The Association does not require a Leasing Permit in order to rent out a Residential Unit which is owned by the Association. Furthermore, the leasing out of Residential Units, which are owned by the Association, shall not count toward the eight percent (8%) rental cap, and the Association shall not be required to lease the unit for a one, two, or three year term.

I. A Mortgagee, which is limited to an institutional lender and professional financial corporation, and which is either in possession or is a purchaser at judicial sale does not require a Leasing Permit in order to rent out a Residential Unit which is owned by the Mortgagee, or is in the Mortgagee's possession. Furthermore, the leasing out of Residential Units, which are owned by the Mortgagee as a result of obtaining title to the Residential Unit at a judicial sale, or is in the Mortgagee's possession, shall not count toward the eight percent (8%) rental cap.

J. A Leasing Permit shall be automatically revoked without notice upon the occurrence of any of the following:

1. The sale or transfer of the Unit to a third party; or
2. The expiration and non-renewal of a tenant's lease; or

3. The failure of the Unit Owner to lease the Unit for any period of one-hundred eighty (180) days after receiving a Leasing Permit.

K. In enforcing any provisions set forth in this Section, the Association may recover from the non-complying Unit Owner all of its costs, including self-help costs, court costs, reasonable attorney's fees and reasonable expert fees. These costs and/or damages shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.

L. The rental restrictions shall not apply to a Unit that is leased before the date this amendment to the Bylaws is passed and recorded, except that the two (2) year ownership and occupancy requirement shall apply to all current owners. Therefore, the Owner of such Unit shall be permitted to continue leasing his or her Unit as long as the lease agreement otherwise conforms with the previous Rules and Regulations pertaining to leasing a Unit that were in effect at the time this amendment was enacted and the Unit Owner has owned and personally resided within the Unit for at least two (2) years. However, except in the limited instances described above, once the current Unit Owner transfers the Unit to any new owner, any new Unit Owner must apply for a Leasing Permit.

M. By renting a Unit within the Association, that Unit Owner assigns the rents from that Unit to the Association. This assignment shall only become effective if the Unit Owner fails to pay any obligation to the Association, in which case the Association shall collect the rent directly from the tenant and apply it to the Unit Owner's obligations to the Association until they are paid in full. The Unit Owner agrees that payments made by the tenant to the Association shall reduce the tenant's obligations to the Unit Owner under the lease to the extent of the amounts paid. The Unit Owner further agrees that the Association is not responsible for the control, care, and/or management of the Unit or for carrying out any of the Unit Owner's duties as landlord. The Unit Owner agrees to defend, indemnify and hold harmless the Association from and against any loss, liability, or damage (including reasonable counsel fees and reasonable expert fees) arising from any claim by any tenant or any other party arising under or in connection with the lease or assignment.

N. To ensure the Association can obtain and maintain approval for FHA and VA backed mortgages, if any government entity determines any portion of these Bylaws and its subsections disqualifies the Association from any mortgage-insurance or mortgage-subsidy program(s), the Board shall have the power to amend the Bylaws via an administrative amendment, without a vote of the Unit Owners, but only to the extent required to qualify for said mortgage program(s).

O. Seasoning Period. Seasoning Period.

i. In addition to the leasing requirements set forth in the Bylaws and Master Deed, a Unit Owner must own and personally reside in the Unit for at least two (2) consecutive years prior to the Unit being eligible to be rented. If the Unit is owned by a company, then at least one (1) owner, shareholder, member and/or partner of that company must personally reside in the Unit for at least two (2) consecutive years prior to the Unit being eligible to be rented.

ii. The Association's Board of Trustees acknowledges that it is a fact sensitive issue as to whether a Unit is rented where a family member of the Unit Owner resides in the Unit and where there is not a written rental agreement. The Association shall conclude that a Unit is deemed rented for the purposes of the rental restrictions if the family member is providing money or other compensation for the use of the Unit.

iii. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Trustees may grant permission to a Unit Owner to lease his Unit to a specified lessee even if he has not owned and occupied his Unit for at least two (2) consecutive years. A Unit Owner that seeks such permission shall submit a written request to the Association's property manager which shall be granted or denied in the sole discretion of the Association's Board of Trustees.

iv. Exceptions to the Seasoning Period:

a. This two (2) year ownership and occupancy requirement shall not apply to heirs or devisees who take title directly from the decedent if the decedent resided in the Unit for at least two (2) consecutive years prior to the decedent's death.

b. The two (2) year ownership and occupancy requirement shall not apply to Units owned or possessed by the Association or a Mortgagee when the Association and/or Mortgagee obtained possession and/or ownership through legal means including, but not limited to, following a default, a default on a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

v. This two (2) year ownership and occupancy requirement shall apply to all current owners seeking to rent out a unit at the time that this amendment passes.

SECTION 7. CHANGE OF MEMBERSHIP. Change of membership shall be accomplished by recording in the Ocean County Clerk's Office a deed or other instrument establishing record title to a unit, and delivering to the Secretary of the Association a certified copy of such instrument, together with such other sums of money as the Association may require for membership. Upon completion of the transfer, the previous owner's membership shall terminate. Except as provided within these Bylaws, membership in the Association may not be assigned or transferred.

SECTION 8. RIGHTS OF MEMBERSHIP. Every person who is entitled to membership or associate membership in the Association, pursuant to the provisions of the Certificate of Incorporation, the Master Deeds and these Bylaws, may have the privilege of use and enjoyment of the general common elements, including use of the community and recreational facilities of the Association, subject, however, to the Association's right to:

(a) promulgate rules and regulations governing such use and enjoyment;

(b) suspend the use and enjoyment of the general common elements as provided in Section 9 of this Article; and

(c) transfer all or part of the general common elements, other than any building in which any units are contained, as may be provided for within these Bylaws.

SECTION 9. SUSPENSION OF RIGHTS.

A. The membership and voting rights of any member or associate member may be suspended by the Board for any period during which any type of assessment against the unit to which his membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his rights and privileges shall be restored within three Association working days.

B. If Rules and Regulations governing the use of the common elements and the conduct of persons using the common elements have been adopted and published, as authorized in the Bylaws, the rights and privileges of any person violating such Rules & Regulations, or violating any non-monetary covenant of the Master Deeds, may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation. If the violation is of a continuing nature, privileges may be suspended indefinitely until the violation is abated. No such suspension shall be taken by the Board until the Unit Owner is afforded an opportunity for a hearing in accordance with due process [as outlined in the Residents' Handbook.]

SECTION 10. ADMINISTRATIVE TRANSFER FEE

A. Each unit owner shall pay to the Association upon acquisition of title to his Unit a nonrefundable and non-transferable fee in the amount as determined by the Association Board of Trustees. Payment of such fee shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale of subsequent transfer of title to a Unit.

B. Exceptions. A unit owner need not pay a condominium unit title transfer fee to the Association when the transfer of title:

- a. is from an owner to a spouse or co-owner of the same unit; or
- b. is a resident unit owner for at least two years who then sells their unit and within six months of that sale purchases another unit within the community; or
- c. is a transfer upon death to a direct lineal descendant; or
- d. is a transfer to a child while retaining a life estate in the unit; or
- e. is from the unit owner to the Association.

C. Administrative fee for Lessors.

1. Upon the execution of any lease for any residential unit within the Community the Lessor/Owner shall pay to the Association within 10 calendar days, a non-refundable and non-transferable fee in the amount as determined by the Association Board of Trustees.

2. All lease agreements shall, in all respects, conform with the governing documents of the Leisure Village West Association and its constituent condominiums, including but not limited to the Master Deeds and Declarations of Restrictions and Protective Covenants, the By-Laws, Rules and Regulations and published policies. Unit owners must file a certified copy of the lease with the Association on or before 10 calendar days, before the commencement of the lease or occupancy.

3. In all events, the Lessor/Owner shall, upon the earlier of execution of the Lease or tenant's occupancy, provide to the Association a copy of the lease and written notice of any extensions for any occupancy. The Association shall collect an additional fee for a tenancy under any renewal or extension. The purchaser of a unit by a tenant in possession, under the terms of a lease which contains a purchase option, a right of first refusal or similar purchase rights, shall be an event which shall entitle the Association to payment of an Administrative Transfer Fee of the difference between the administration transfer and the administrative fee for lessors.

4. The Administrative fee shall be due and payable to the Association no later than 10 calendar days following the execution of the lease or commencement of the initial term, whichever occurs first. The Lessor/Unit owner's failure to pay the Administrative fee shall result in the filing of a lien against the unit in the sum as determined by the Board of Trustees, together with costs of filing and discharge, but not less than \$150.00 for the filing and discharge costs.

5. The Administrative Fee for Lessors shall not be charged or collected for any Lease or renewal of a lease, if the parties to the Lease are in direct lineal relationship, ascending or descending, but limited, however, to grandparent, parent and child.

SECTION 11. MEMBER IN GOOD STANDING. The definition of "Good Standing" as it relates to use and access to common amenities:

"Good Standing" shall mean the status applicable to an association member who is current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed, and which association member has not failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed. The Association may restrict use and access to common amenities for any unit owner not current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed.

The definition of "Good Standing" as it relates to (1) voting in board elections, (2) voting to amend the By-Laws, and (3) nominating or running for any membership position on the Board of Trustees.:

An association member who is: 1) current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees, or other charges lawfully assessed; or 2) in full compliance with a settlement agreement with respect to the payments of assessments, legal fees or other charges lawfully assessed; or 3) has a pending, unresolved dispute concerning charges assessed which dispute has been initiated through a valid alternative to litigation pursuant to N.J.S.A. 46:45:22A-44.2(c), through N.J.S.A. 46:8B-14(k), or through a pertinent court action. A member who meets this definition shall be entitled to vote in a board election, vote to amend the By-Laws, and nominate or run for any membership position on the Board of Trustees.

SECTION 12. TORT IMMUNITY. A civil action may be brought by or on behalf of a Unit Owner to respond in damages as a result of bodily injury to the Unit Owner occurring on the premises within the Leisure Village West Community. The Association shall, however, be immune from liability for bodily injury in such actions, unless a court of competent authority finds evidence of willful, wanton or grossly negligent acts or omissions by the Association.

ARTICLE II

PRINCIPAL OFFICE

SECTION 1. LOCATION OF PRINCIPAL OFFICE. The principal office of the Association shall be located at 959 Buckingham Drive, Manchester, New Jersey, and may be re-located at such other suitable and convenient place or places as shall be permitted by law and designated by the Board of Trustees.

ARTICLE III

MEETINGS OF MEMBERS; VOTING

SECTION 1. PLACE OF MEETINGS. All regular and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Trustees and designated in the notices of such meetings. All such meetings shall be open to all residents to attend.

SECTION 2. ANNUAL AND SPECIAL ASSOCIATION MEETINGS. There shall be an annual meeting of the members of the Association in August of each year.

SECTION 3. NOTICE OF MEETING. The Secretary shall provide notice of the annual and any special meetings of the Association to each member by means of LVW News, KLVW TV or creeper or by regular mail directed to the last known post office address as shown on the records of the Association.

Notice of the annual meeting and board election must be given not less than fourteen (14) days, nor more than sixty (60) days, prior to the annual meeting and election. In addition, notice of an election shall be provided to all members via personal delivery, mail or electronic means. (Members must consent in writing to receiving electronic notifications.) Notice of the election shall include a proxy ballot and an absentee ballot. Notice shall be deemed effective when deposited in the mail with proper postage or immediately upon sending an electronic notice.

Proxies used for elections shall state, "Use of this proxy is voluntary on the part of the granting owner. This proxy may be revoked at any time before the proxy holder casts a vote. Absentee ballots are also available." The Association must provide both a proxy form and an absentee ballot for all Board elections.

At least thirty (30) days prior to the mailing of the notice of an election meeting, the Association must provide written notice to all members of their right to nominate themselves or other Association members in good standing for candidacy to serve on the Board. Members must be given at least fourteen (14) days to respond to the request for nominations, and any nomination form that is received prior to the mailing of absentee ballots or proxies to Association members must be added to the ballots and proxies, if the nominee is in good standing. Ballots and proxies may be mailed no earlier than the day after the response deadline set in the request for nominations. If no response deadline is set in the request for nominations, then the deadline shall be the business day before notice of the election is mailed to the members. All candidates nominated for the Board shall be listed in alphabetical order by last name on the proxy ballot and absentee ballot.

The Secretary shall notify members of the open Trustees' meetings by all means of Leisure Village West media, or by such other means as may be determined by the Trustees.

SECTION 4. The President may call special meetings of the members whenever he deems such a meeting advisable. The Secretary may call a special meeting upon the order of the Board or upon the written request of members representing no less than Twenty (20%) Percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of the special meeting and the matter(s) proposed to be acted upon. Unless members representing at least Fifty (50%) Percent of all votes entitled to be cast requires such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at a meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole or absolute discretion of the Board.

SECTION 5. The Secretary shall mail notice of such special meeting to each member of the Association in the manner provided in Section 3 of this Article, except that a notice of such special meetings shall be mailed not less than 5 nor more than 20 days before the date fixed for such meetings. In lieu of mail notice as herein provided such notice may be delivered by hand to the members or left at their residence in their absence. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds of the members present, either in person or by proxy.

SECTION 6. Not less than 30 days prior to the date of any annual or special meeting of the Association, the Secretary shall compile and maintain at the principal office of the Association, an updated list of members and their last known post office addresses. Such list shall also show opposite each member's name the number of the unit owned by him. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days up to the date of such annual or special meeting. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

SECTION 7. VOTING IN GENERAL. Each member in good standing and entitled to vote shall be entitled to one (1) vote for the particular unit; provided that where a unit is owned jointly by two or more persons, the unit vote may be split equally between or among the co-owners. Split votes may only be cast on an special ballot form.

SECTION 8. QUORUM AND ADJOURNED MEETINGS. Except as otherwise provided in these bylaws, the presence in person or by special ballot of one-third (1/3) of the Association's members in good standing shall constitute a quorum at any annual or special meeting of members. If a quorum has not been attained, the members present, either in person or by special ballot, may adjourn the meeting until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called. Notice of a rescheduled or adjourned meeting shall be announced by means of all Leisure Village West media.

SECTION 9. VOTING ON QUESTIONS. By resolution of the Board of Trustees, issues to be considered at any meeting, including but not limited to the election of Trustees, may be subject to a vote at the meeting or by a vote of the membership by ballot, on a day or dates established by the Board, notwithstanding whether or not a meeting is convened for the purpose of voting on the issue or question to be considered. Votes on all issues presented at meetings may be cast either in person or by special ballot.

Ballots must be in writing on forms prescribed by the Secretary and presented at the meeting. All decisions except those involving capital expenditures, as set forth in Section 10 below, and except as otherwise provided by these By-Laws, the Master Deed or applicable law, shall require for passage the affirmative vote of a majority of the members in good standing in attendance or voting by special ballot - provided that a quorum has been established in accordance with Section 4 of this Article. Votes for the election of Trustees shall be cast either in person or by special ballot, in conformance with voting regulations and election procedures as may be published from time to time. Cumulative voting shall not be permitted.

SECTION 10. All decisions of the members including capital expenditures, other than the expenditure of the Association funds the purposes set forth in Schedule A annexed hereto, shall require for passage, affirmative vote of the members representing at least 80% in interest of the undivided ownership of the Condominiums as a whole. The Trustees shall be governed in the making of capital expenditures, other than expenditures made for the purposes set forth in Schedule A annexed hereto, and in other actions by decision made by the members as provided in this section. All other decisions shall require for passage, the affirmative vote of at least a majority of the members in good standing and entitled to vote.

SECTION 11. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Meeting convenes.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of Trustees.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

SECTION 12. ELECTRONIC NOTICES. Notwithstanding any other notice provision(s) in these Bylaws, electronic notices shall be a permitted method by which the Association may provide any and all required notices to the Unit Owners and/or the Board of Trustees. All Unit Owners shall provide the Association with a valid email address for the purpose of receiving notices from the Association. Unit Owners must notify the Association of any change in their email address. Notice of a change in email address must be in writing and preferably delivered via email correspondence to management.

Unit Owners are responsible for checking their junk mail, spam and all other folders in their email account for notices from the Association. Any notice sent electronically by the Association shall be deemed given immediately upon the sender hitting "send" or any other electronic command to transmit the notice to recipients. A Unit Owner who certifies to the Association that he or she does not have an email address will continue to receive paper notices, which may be delivered as otherwise provided in these Bylaws.

ARTICLE IV

OBLIGATIONS OF MEMBERS

SECTION 1. Each member shall perform promptly and at his own risk, cost and expense, all maintenance and repair work with respect to that portion of each unit owned by him which does not comprise a part of the common elements and which, if omitted, would adversely affect or jeopardize the safety of the Condominium in which his unit is located or any part or parts thereof belonging in whole or in part to other members and each member shall be liable for any damages, liabilities, costs, or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

SECTION 2. Each member shall be obligated to reimburse the Association for any expense incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor.

SECTION 3. COMMON EXPENSE ASSESSMENTS. Each member is bound to contribute to the common expenses of administration and of maintenance, replacement and repair of the common elements, and to the expenses of administering and maintaining the Association and all of its real and personal property, and to any other expense that may be lawfully agreed upon in such proportions and amounts as shall from time to time be fixed by the Trustees. No member may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or of the community or recreational facilities of the Association, or by abandonment of the unit owned by him.

SECTION 4. Payment by the member of his share of the expenses aforesaid, shall be made monthly on the first day of each month, in the amount from time to time fixed by the Trustees, to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Trustees.

SECTION 5. METHODOLOGY FOR COMPUTING ANNUAL COMMON EXPENSE ASSESSMENTS. Each Unit Owner within Leisure Village West is required to pay his or her fair share of the Annual Operating Budget of the Association. The Annual Operating Budget provides for the maintenance and repair of Units, common areas, and recreation facilities. The budget also provides for repair and replacement of existing structures and equipment, and for acquisition of additional equipment or facilities. The Trustees develop the Annual Operating Budget on behalf of all Unit Owners. Once the budget is developed, it is then allocated back to the Unit Owners in the form of an annual assessment that, in normal circumstances, comprises a monthly operation and maintenance charge to the Unit Owners. Although the development of the Annual Operating Budget and its derivative monthly charge to the Unit Owners is a complex matter, a general description of the methodology utilized to calculate each Unit Owner's monthly assessment or fee is set forth in Schedule B.

SECTION 6. Upon any voluntary conveyance of a unit, the Grantor and Grantee of such unit shall be jointly and severally liable for all unpaid assessments pertaining to such unit duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the Grantee to recover from the Grantor any amounts paid by the Grantee but the Grantee shall be exclusively liable for those accruing while he is the unit owner. Any unit owner or any purchaser of a unit prior to completion of

a voluntary sale may require from the Association a certificate showing the amount of unpaid assessments pertaining to such unit and the Association shall provide certificate within ten days (10) after request therefor. The holder of a mortgage or other lien on any unit may after request a similar certificate with respect to such unit. Any person other than the unit owner at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such certificate.

SECTION 7. If a mortgagee of a first mortgage of record or other purchaser of a unit requires title to such unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such acquirer, his successors and assigns.

SECTION 8. All units shall be utilized for residential purposes only, unless otherwise specifically authorized in writing by the Board of Trustees. A member shall not make structural modifications or alterations in his unit or installations located therein without consent of the Trustees.

SECTION 9. The Association shall have the irrevocable right, to be executed by the Trustees or Manager of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to the unit, or another unit or units.

SECTION 10. Each member shall comply strictly with these Bylaws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Master Deed or in the deed to his unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association on behalf of the unit owners

SECTION 11. CURRENT COMMON EXPENSE ASSESSMENTS. The Common Expense Assessment for the current fiscal year is set forth in Schedule A, entitled "Monthly Operation and Maintenance Charges." The Board of Trustees may amend Schedule A in its discretion from time to time, but at least annually. The Association shall print each revision of Schedule A in the LVW News and in the Bulletin. Copies shall also be made available upon request at the Association offices. For purposes of recording these Bylaws, only the Schedule A in effect at the date of recordation shall be recorded. Thereafter, any interested person seeking an updated schedule of Monthly Operation and Maintenance Charges must request same from the Association offices.

SECTION 12. CHANGES TO UNIT. A member or resident shall not make any changes in or to his unit except in accordance with specifications approved by the Board of Trustees and under such procedures established by the Board. A copy of applicable specifications and procedures shall be maintained on file in the Association offices.

SECTION 13. COMPLIANCE WITH RULES, REGULATIONS AND POLICIES. Each member shall comply strictly with these Bylaws and with the administrative rules, regulations and policies adopted by the Trustees pursuant thereto, as any of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the Master Deed or in the deed to his unit. Failure to comply with any of the same may subject the violator to the enforcement provisions of these Bylaws, and shall also be grounds for a civil action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association on behalf of the Unit Owners. If any Unit Owner fails to cure any default in the obligations specified herein, Eligible Mortgage Holders shall be entitled to written notification from the Association

ARTICLE V BOARD OF TRUSTEES

SECTION 1. GOVERNANCE BY TRUSTEES. The 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.

SECTION 2. TERM OF OFFICE AND DISQUALIFICATION OF TRUSTEES. Each Trustee elected for a full term shall serve for a term of three (3) years, provided that each Trustee shall continue to hold office until his successor is elected or named as specified in Section 3 of this Article. Trustees shall serve without compensation. Each term shall commence on the date of the annual meeting.

A Trustee can be disqualified for any of the following reasons:

1. Absent from more than two (2) consecutive regular voting monthly Board meetings without prior notification to the Board.
2. Any Trustee whose membership in the Association is not in good standing for thirty (30) consecutive days.
3. A Trustee may not simultaneously serve as chairperson or hold office in any committee authorized by the Board, but may serve as a liaison.
4. Violation of the Association Code of Conduct.

A trustee, upon being disqualified, will be removed by the Board and an appointment shall be made by the Board to serve until the next annual election as contemplated in Section 3 below.

SECTION 3. FILLING OF VACANCIES. If the office of any Trustee shall become vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining Trustees, at a special meeting of the Trustees called for such purpose, shall choose a successor who shall hold office until the next annual election. At the next annual election, the Unit Owners shall elect a successor Trustee for that portion of the term remaining, if any. If at that election there are more candidates than vacancies, that candidate receiving the greatest number of votes shall be deemed elected to the longest term

then available. Each remaining vacancy, of a whole or partial term, shall be filled in descending order of votes received. Cumulative voting shall not be permitted.

SECTION 4. CANDIDATES FOR ELECTION. At least thirty (30) days prior to the mailing of the notice of an election meeting, the Association must provide written notice to all members of their right to nominate themselves or other Association members in good standing for candidacy to serve on the Board. Members must be given at least fourteen (14) days to respond to the request for nominations, and any nomination form that is received prior to the mailing of absentee ballots or proxies to Association members must be added to the ballots and proxies, if the nominee is in good standing. Ballots and proxies may be mailed no earlier than the day after the response deadline set in the request for nominations. If no response deadline is set in the request for nominations, then the deadline shall be the business day before notice of the election is mailed to the members. All candidates nominated for the Board shall be listed in alphabetical order by last name on the proxy ballot and absentee ballot.

If an association member is nominated by another association member, the Board of Trustees shall notify the nominee and determine whether the nominee is interested in serving on the Board of Trustees.

(a) Each nominees shall file with the Board of Trustees:

- (1) Name and address of candidate.
- (2) Length of residence in Leisure Village West.
- (3) Any additional information for the purpose of acquainting the other residents with the ability and qualifications of the nominee.
- (4) A letter from the candidate indicating that he or she will accept the nomination and expressing a willingness to serve if elected. Included in his letter shall be a signed copy of the Code of Conduct.

All nominees will be listed in a special bulletin which will be circulated to all residents of Leisure Village West to fully acquaint Association members with those persons interested in running for the position of Trustee.

SECTION 5. ELECTION PROCEDURE. Election of Trustees shall be held annually on the last business day of August, or as soon thereafter as possible, time and place to be fixed by the Trustees in accordance with the rules and procedures established by the Board of Trustees.

Each unit shall be entitled to one vote per unit. If a unit is jointly owned by two or more members, the vote may be split equally among the co-owners. A special ballot will be provided for this purpose.

SECTION 6. REMOVAL OF TRUSTEES. The Board of Trustees may propose the removal of any one or more Trustees by an affirmative vote of two-thirds (2/3) of the members of the Board of Trustees.

The unit owners may propose the removal of any one or more Trustees by tendering a recall petition signed by not less than twenty percent (20%) of all unit owners.

A Trustee whose removal has been proposed shall be given at least ten (10), but not more than thirty (30) days' notice of a televised meeting of the unit owners, at which time the Trustee whose removal has been proposed shall be given an opportunity to be heard.

The Board of Trustees shall establish a special ballot procedure by which any one or more Trustees may be removed, upon an affirmative majority vote of at least a quorum of the unit owners. The ballot procedure shall take place within thirty (30) days of the televised meeting of unit owners.

A successor may be elected by a majority of the remaining Trustees to fill the vacancy thus created, in accordance with the procedures set forth in these bylaws.

SECTION 7. The first or organizational meeting of each newly elected Board of Trustees shall be held not later than 20 days from the date of the annual meeting at which they were elected.

SECTION 8. Regular meetings of the Board of Trustees may be held at such time and place permitted by law as from time to time may be determined by the Trustees. Notice of regular meetings of the board shall be given to each Trustee personally, by telegram, telephone or by United States mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

SECTION 9. Special meetings of the Board of Trustees may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Section 7 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner and upon the written request of any two Trustees.

SECTION 10. Before any meeting of the Board of Trustees, whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Trustees are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or these Bylaws.

SECTION 11. Any action by the Board of Trustees may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 12. At all duly convened meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these Bylaws or by law, and the acts of the majority of the Trustees present at such meeting at which a quorum is present, shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any Trustee.

SECTION 13. ATTENDANCE BY UNIT OWNERS. All meetings of the Board of Trustees, except conference working sessions at which no binding votes are to be taken, shall be open to attendance by all

unit owners. The Secretary shall notify members of the Board of Trustees' meeting by means of all Leisure Village West media, or by such other reasonable means as may be determined by the Trustees.

Notwithstanding the foregoing, the Board of Trustees may exclude or restrict attendance at those meetings, or portions of meetings, dealing with (1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (2) any pending or anticipated litigation or contract negotiations, (3) any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or (4) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the association. At each meeting required under this subsection to be open to all unit owners, minutes of the proceedings shall be taken, and copies of those minutes shall be made available to all unit owners before the next open meeting.

SECTION 14. TRUSTEES' OPEN FORUM.

- a. There shall be a budget meeting in July and an audit meeting in January.
- b. The order and content of business to be conducted at open Trustees' forums shall be limited to an agenda published by the Board and posted at the Association offices five (5) working days in advance of the forum. Any member desiring to have a particular item of business placed on the agenda for an open Trustees' forum may submit his request, in writing, not later than ten (10) working days before the applicable meeting. Response to all such requests shall be responded to publicly or by letter as determined by the Board, and the Board, as it sees fit, may limit the agenda of open Trustees' forums to items of business selectively or particularly chosen by the Board itself.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

SECTION 1. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association and the Condominiums of Leisure Village West, the Board of Trustees shall have powers and duties including, but not limited to, the following:

- a. The operation, maintenance, cleaning, sanitation, renewal, replacement, care, upkeep, protection and surveillance of the buildings in each Condominium, their general and limited common elements and services and the community and recreational facilities and all other property, real or personal, of the Association.
- b. Consistent with law, to fix the common expenses and assess the same against the units and members in such fair and equitable proportions and amounts as shall from time to time be deemed necessary to the proper functioning of the Condominiums and the Association.
- c. By majority vote of the Board, to adjust or increase the amount of any such assessments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever

the Board is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies.

d. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the common elements, community and recreational facilities of the Association and all of its real and personal property.

e. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any unit or otherwise properly chargeable to the owners thereof.

f. To employ and dismiss such clerks, stenographers, workmen, janitors, gardeners, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominiums, and the community and recreational facilities of the Association, except the portions thereof required to be maintained by owners of units. The Board of Trustees may also employ a Manager for the Association, at such compensation as may be established by the Board to perform such duties and services as the Board may lawfully delegate.

g. To enter or cause to be entered any unit when deemed necessary for or in connection with the operation, maintenance, repair, renewal or protection of any common elements, or to prevent damage to the common elements of any units, or in emergencies, provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the Deed to his unit.

h. To serve as Managing Agent of each Condominium within Leisure Village West and to do or cause to be done all such acts and things which the unit owners in each Condominium could lawfully do pertaining to said Condominium.

i. To collect delinquent levies or assessments made by the association through the Board of Trustees against any units and the owners thereof, together with such costs and expenses incurred in connection therewith including, but not limited to, court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the rules and regulations relating to the Condominiums, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate.

j. To employ or retain legal counsel, engineers and accountants and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws.

k. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time and as may be consistent with good accounting practices.

l. To cause a complete audit of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary.

m. To maintain accounting records in accordance with generally accepted accounting principals.

n. To 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. A copy of such rules and regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a unit promptly upon the adoption thereof.

o. 1. The Board of Trustees shall keep the buildings and other improvements including especially the common elements, and all buildings fixtures, equipment and personal property owned by the Association, insured for the benefit and protection of the Association and the owners of the units and their respective mortgagees as their interest may appear, in amounts equal to their maximum insurable values, excluding foundation and excavation costs, as determined annually by the insurance carrier or carriers, against the following hazards, casualties or contingencies:

(a) Loss or damage by fire and other casualties covered by a standard extended coverage endorsement.

(b) Such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other buildings, fixtures and equipment similar in construction, design, use and location to the buildings and other property hereinbefore mentioned. All such policies shall provide that in the event of loss or damage, the proceeds shall be payable to the Association. There shall be attached to each such policy a mortgagee or lender's loss payable clause in form satisfactory to a majority of the mortgagees or beneficiaries under the first mortgages on units of the Condominiums. Such majority shall consist of the holders of the bonds or notes representing fifty-one percent of the value of the bona fide mortgages on the respective units embraced in said Condominiums at the time the policies became effective. The Association shall pay the premiums on such policies as common expenses.. Nothing herein contained shall be deemed to prejudice the right of the owner of any unit to take out and maintain at his own expense any additional insurance on units owned by him.

2. The Board of Trustees shall also maintain public liability insurance insuring the Association and its members against liability for any negligent act of commission or omission attributable to the Association or any of its members and which occurs on or in any of the common elements of the Condominiums or the community or recreational facilities of the Association. The Board shall also maintain workmen's compensation insurance, boiler, glass, burglary, theft and such other insurance as will protect the interest of the Association, its employees, the members and mortgagees. All insurance premiums shall be paid by the Association as common expenses.

p. To represent the Unit Owners in any proceedings, negotiations, settlements or agreements which pertain to condemnation, destruction or liquidation of the Condominium; and

q. To suspend the activities of any club or organization operating within Leisure Village West for good cause shown, and impose sanctions or restrict privileges for those organizations consistent with principles of due process, if the involved clubs are not in compliance with all applicable regulations; and

r. To adopt, amend and publish rules and regulations for the conduct of Trustees and members of any committees appointed by the Board.

s. To provide a fair and efficient procedure for the resolution of housing-related disputes between individual unit owners, the Association and Trustees and between unit owners, which shall be readily available as an alternative to litigation.

SECTION 2. ACCELERATION OF ASSESSMENT INSTALLMENT UPON DEFAULT. If a Unit Owner is in default for a period of thirty (30) days in the payment of any charges or installment upon any type of assessment chargeable to his unit, the Board may notify the delinquent Unit Owner that the remaining charge or installments of the assessment shall be accelerated if the delinquent charge or installment has not been paid by a date stated in the notice, which date shall not be less than five (5) calendar days after hand delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail. If default continues for a period of sixty (60) days, then the Board shall give such notice. If default continues following the time for payment prescribed in the notice, then the Board shall accelerate the charge or remaining installments of the assessment, and shall notify the delinquent Unit Owner that a lien for the accelerated amount shall be filed in the name of the Association on a date certain stated in the notice, if the accelerated payments have not then been paid. The lien for such charge or accelerated assessment as permitted by law shall then be filed if the unit owner has not paid the accelerated charge or assessment by the date stated in the notice of acceleration. The Board may also notify any holder of a mortgage encumbering the unit affected by such default, or may publish appropriate notice of the delinquency to the membership of the Association. If default continues for a period of ninety (90) days, then the Board may foreclose the foregoing lien pursuant to law, and/or may commence an independent suit against the appropriate parties to collect the assessment, without waiving the lien claim. Any lien of the Association shall be prior to all other liens, except: (1) assessments, liens and charges for taxes past due and unpaid on the Unit; (2) a bona fide mortgage lien, subject, however, to N.J.S. 46:8B-21; and (3) any other lien recorded prior to the recording of the claim of lien. The lien shall be effective from and after the time of recording in the public records of Ocean County of a claim of lien stating the description of the Unit, the name of the record owner and the date when the charge or assessment was due. The Association shall have the power to bid in the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey title to the unit. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of the Master Deeds, Bylaws and Rules and Regulations of Leisure Village West Association and the Condominium Act of the State of New Jersey, and by acquiring title to the Unit, the purchaser covenants and agrees to be bound by such provision.

SECTION 3. INTEREST AND COUNSEL FEES. The Board, at its option, shall have the right in connection with the collection of any type of assessment or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if payment is made after a date stated in the notice of payment. If the Board employs counsel and/or files a lien to collect the assessment or charge, the Board may add to the aforesaid assessments or charges a sum or sums of Twenty (20%) Percent of the gross amount due as counsel fees, plus the reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

SECTION 4. ASSESSMENT OF EXPENSES IN ACTION BY OR AGAINST ASSOCIATION; ALLOCATION OF AWARDS.

A. Common Expenses. In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provision of the Master Deeds, Certificates of Incorporation, these Bylaws, or any Rule or Regulation, the reasonable costs and expenses of preparation and litigation, including attorney's fees, shall be common expenses. All common expense assessments received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board, and the right to receive such funds, shall constitute trust funds; such funds shall be expended first for such purpose before expending part of the funds for any other purpose.

B. Allocation of Awards. Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages, shall be deemed a special fund to be applied to

- (1) the payment of unpaid litigation expenses;
- (2) common expense assessments, if recovery thereof was the purpose of the litigation;
- (3) repair or reconstruction of the common elements, if recovery of damages to the common elements was the purpose of the litigation; and
- (4) any amount not applied to (1), (2), and (3) above shall, at the discretion of the Board, be treated either as:
 - (i) a common surplus, which shall be allocated and distributed pursuant to the Master Deed and these Bylaws; or
 - (ii) a setoff against common expense assessments generally. Notwithstanding the foregoing, if a Unit Owner(s), the Board or any other person or legal entity affected by any such distribution asserts that the damages sustained by a Unit Owner(s) were disproportionate to an allocated amount of any common surplus, in the event the allocation of funds shall be submitted to binding arbitration.

C. Recovery by Unit Owner. If a Unit Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which the Owner(s) would otherwise be entitled by such judgment or order, he shall also be entitled to restitution or recovery of any sums paid to the Board as common expense assessments for litigation expenses in relation to that action or proceeding.

SECTION 5. DETERMINATION OF ANNUAL COMMON EXPENSES. The amount of monies for annual common expenses deemed necessary by the Board and the manner of expenditure thereof, including, but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

ARTICLE VII
OFFICERS

SECTION 1. The officers of the Association shall be a President, Vice-President, Secretary and a Treasurer. The Secretary may be eligible to the office of Treasurer. The President and Vice-President shall

be members of the Board of Trustees. An Assistant Secretary may be appointed by the Board of Trustees, who need not be a member of the Board of Trustees.

SECTION 2. OFFICERS OF ASSOCIATION. The officers of the Association shall be elected annually by the Board of Trustees at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board. The Board of Trustees may, from time to time, appoint such other officers as in its judgment are necessary.

SECTION 3. DUTIES OF PRESIDENT. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Trustees. He shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

SECTION 4. DUTIES OF VICE PRESIDENT. The Vice President shall preside in the absence or inability of the President and execute all the duties of the President. He shall perform such duties as the Association and/or the Trustees impose.

SECTION 5. DUTIES OF SECRETARY. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the members, and shall record all notes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose. The Secretary shall also perform such duties for any committees when required. The Secretary shall have charge of the minute book and such records and papers as the Board shall direct, and shall perform all duties incident to the office of Secretary, including the sending of notice of meetings to the members, the Board of Trustees and committees and such other duties as may be prescribed by the Bylaws or by the Board of Trustees or by the President. The Secretary shall also have custody of the corporate seal and when authorized by the Board, shall affix the seal to any instrument requiring it and attest the same when appropriate. Any assistant Secretary appointed by the Board shall have the same duties as the Secretary, and shall serve in the absence of the Secretary or at the pleasure of the Board. The Administrative Assistant in the Association office will assist the Trustee Secretary with these functions.

SECTION 6. DUTIES AND RESPONSIBILITIES OF TREASURER. The Treasurer shall have the responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Trustees. The Treasurer shall disburse the funds of the Association as may from time to time be ordered by the Board or by the President, and shall render to the President and Trustees at the regular meetings of the Board, or whenever they or either of them shall require, an account of his/her transactions as Treasurer and of the financial condition of the Association. Any

assistant Treasurer appointed by the Board shall have the same duties as the Treasurer, and shall serve in the absence of the Treasurer or at the pleasure of the Board.

SECTION 7. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonable incurred in the discharge of their duties.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND TRUSTEES

SECTION 1. The Association shall indemnify every Trustees and officer, his heirs, executors and administrators, against all loss, costs, and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Trustee or officer in relation to the matter involved. The forgoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses. Provided however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member or owner of a unit, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a member or owner of a unit in any Condominium or Condominiums.

ARTICLE IX

ENFORCEMENT

SECTION 1. ENFORCEMENT. The 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.

SECTION 2. FINES. The 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 Deeds or Bylaws. No fine may be levied for more than Fifty Dollars (\$50.00) for any first violation. Each day a violation continues after notice, it may be considered a separate violation. If a member is, within six (6) months of any determination of violation, found guilty of a second violation of any of the foregoing, the fine to be imposed shall be not less than Fifty Dollars (\$50.00) for the second any subsequent violation. Collection of the fine may be enforced against any Unit Owner(s) involved as if the fine were a common expense owed by the particular Unit Owner(s). Notwithstanding the

foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) calendar days' prior written notice and shall be afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted. Procedures for implementation of the Board's power to levy fines shall be set forth by Regulation. Such Regulation shall establish procedures for imposition of fines, and the amount of fines or range thereof for respective initial violations or categories of violations.

SECTION 3. WAIVER. No restriction, condition, obligation or covenant contained in these Bylaws or in the Rules and Regulations of the Association shall be deemed to have been abrogated or waived by reason of the Board's failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE X

DAMAGE TO BUILDINGS, RECONSTRUCTION, SALE, OBSOLESCENCE

SECTION 1. In the event of fire or other disaster or casualty resulting in damage to the buildings and common elements of any one or more of the Condominiums amounting to less than two-thirds of the value of the Condominium or Condominiums, the net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. Where the insurance indemnity is insufficient to cover the cost of reconstruction or replacement, the new building costs shall be paid by all the co-owners, in proportion to the value of their respective units. If any of the co-owners shall refuse to make such payments, the Board of Trustees shall levy an assessment in an amount proportionate to the value of the units in the Condominium, the proceeds of such assessment being paid with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any owner shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall have authority to cause such restoration or reconstruction to be accomplished and to charge the cost thereof, less applicable insurance credits, to the owners of units in the proportions mentioned. Such costs less insurance credit, shall constitute a lien against the unit of such owner and may be enforced and collected in the same manner as all other liens as herein provided. The provisions of this Section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

SECTION 2. In the event of a total destruction of the entire Condominium or Condominiums, or if the common elements are damaged or destroyed to more than two-thirds of the value of the Condominium or Condominiums, the majority of unit owners of the said Condominium or Condominiums may elect to reconstruct or replace the said buildings and common elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding Section of this Article.

If the unit owners shall elect not to reconstruct or replace, 75% or more of the unit owners of the said Condominium or Condominiums, with the consent of all of the mortgagees holding first mortgages on the units within said Condominium or Condominiums, may effect at a duly called meeting of said unit owners to sell the entire Condominium or Condominiums for cash and upon terms. In the event the election is made to sell, the covenants against partition contained in the declaration of restrictive and protective covenants, shall become null and void and the said owner or owners shall be entitled to convey their interest in the Condominium or Condominiums and may invoke relief in a Court of Chancery to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of Condominium or Condominiums. After providing for all necessary costs and expenses including court costs and reasonable attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium or Condominiums, distribution of the combined funds shall be made to the owner or owners of the units in the said Condominium or Condominiums, in accordance with their respective undivided interest in the common elements as set forth in the Master Deed creating the particular Condominium or Condominiums, subject only to the rights of outstanding mortgage holders.

Except as provided in this section, the common elements, both general and limited, shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

SECTION 3. In the event the Board of Trustees shall determine that the existing buildings in any Condominium or Condominiums are obsolete, the Board, at any meeting of the unit owners, may call for a vote by the said unit owners to determine whether or not the entire Condominium or Condominiums should be placed on the market and sold. In the event 90% of the unit owners, with the consent of all first mortgagees, determine that the property should be sold, the applicable provisions of the preceding Section pertaining to sale of the property shall become effective.

SECTION 4. In the event that the Board of Trustees shall determine that any of the community and recreational facilities or any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the members of Leisure Village West Association may call for a vote by the Association membership to determine whether or not the said property should be demolished and replaced. In the event 90% of the Association membership with the consent of all mortgagees, shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the members of the Association equally.

ARTICLE XI

FISCAL YEAR

SECTION 1. The fiscal year of the Association shall begin on the first day of October in each year.

ARTICLE XII

CORPORATE SEAL

SECTION 1. The corporate seal of the Association shall consist of two concentric circles between the circumferences of which shall be inscribed the name "Leisure Village West Association" and within the circumference of the inner circle the words "Incorporated, New Jersey" and the year of incorporation.

ARTICLE XIII

AMENDMENTS TO BYLAWS

SECTION 1. PROCEDURE FOR AMENDMENT. These Bylaws may be amended or repealed, or new bylaws may be adopted, by vote of the members representing fifty-one (51%) of the Association membership entitled to vote at such meeting or referendum wherein amendments to these Bylaws are being

considered within the limitations prescribed by law. Prior to any vote on the amendment of these Bylaws, written notice shall be provided to Unit Owners including the exact language of the proposed amendment or repeal. In the event that federal, state or local law imposes legal requirements which must be included in these Bylaws, the Bylaws may be amended to include such compulsory provisions by the majority vote of the Board of Trustees.

Notwithstanding anything else herein, these By-Laws may be Amended in accordance with N.J.S.A. 45:22A-46(d)(5) by providing notice of the proposed Amendment to all Owners and allowing thirty (30) days for the Owners to reject the proposed change. If, at the expiration of the thirty (30) period, less than ten percent (10%) of the Owners have rejected the proposed Amendment, then said Amendment shall be recorded with the County Clerk and put into full effect.

ARTICLE XIV

DISSOLUTION

SECTION 1. In the event it shall be deemed advisable and for the benefit of the members that the Association should be dissolved, the procedures concerning dissolution set forth in Chapter 1, Section 20 of Title 15 of the Revised Statutes of the State of New Jersey entitled "Corporations and Associations Not For Profit" shall be followed.

SECTION 2. In the event of dissolution, the assets including common surplus if any, of the Association, after payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Association in accordance with their percentage of ownership therein.

ARTICLE XV

MEMBER'S PERCENTAGE OF OWNERSHIP

SECTION 1. The percentages of ownership of each member of the Association shall be computed as follows:

- (a) As to each individual Condominium being administered by the Association, the percentage of ownership of each unit owner in the common elements of said Condominium, shall be as set forth in the Master Deed for said Condominium.
- (b) As to all property administered by the Association, the percentage of interest in the Association shall be determined by dividing the value of the unit by the aggregate value of all of the Condominiums being thus administered and multiplying the result thereof by 100, the final figure being expressed in percentage.

SECTION 2. "Value of Unit" as used in this Article shall mean the initial sales price for each unit established by Leisure Technology Corp., at the time of the recording of the Master Deed for the Condominium in which the particular unit is located.

SECTION 3. "Aggregate Value of Condominiums" as used in this Article shall mean the initial sales prices of all units in all of the Condominiums being administered by the Association as established by

Leisure Technology Corp., at the time of the recording of the respective Master Deed, for each of the Condominiums.

ARTICLE XVI COMMITTEES

SECTION 1. STANDING COMMITTEES. There shall be a minimum of two (2) standing committees of the Board of Trustees: Finance and Architectural, whose powers and duties shall be prescribed by the Board of Trustees. The Board of Trustees may establish such additional standing committees as it deems necessary.

A Trustee shall act as a liaison between the Board of Trustees and the Committee assigned to the Trustee. The Trustee's duties as liaison are only to assure that the committee is functioning in the responsibilities assigned to it and that the committee has the necessary officers.

SECTION 2. APPOINTMENT OF COMMITTEE CHAIRPERSONS. Chairmen of the standing committees shall be appointed by the Board and shall serve at its pleasure.

ARTICLE XVII MISCELLANEOUS

SECTION 1. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Trustees, no officer, agent or other person shall have any power of authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 2. The Association shall keep in its principal office the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the members at all reasonable times during office hours.

SECTION 3. The membership register and minutes of proceedings of the members and Trustees shall be open to inspection upon demand of any member at any reasonable time during office hours, and for a purpose reasonably related to his/her interest as a member.

SECTION 4. The rules contained in Robert's Rules of Order, revised, shall govern all members' meetings and Trustees' meetings of the Association, except in instances of conflict between said Rules of Order and the articles or Bylaws of the Association or provisions of law.

SECTION 5. AMENDMENT OF SCHEDULES. The Schedules attached to these Bylaws are working documents of the Association that are subject to amendment at the discretion of the Board of Trustees. These Schedules are provided for the convenience of Unit Owners and other interested parties but do not require the approval of Unit Owners, members or others prior to their amendment. The attached Schedules are not part of the governing documents of the Association, and shall not be binding upon the

Association or its Trustees in any regard. For the convenience of the Association, its members, and others, additional Schedules may be provided at the discretion of the Trustees.

SECTION 6. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction requires.

SECTION 7. CONFLICT. Anything to the contrary herein notwithstanding, if any provision of these Bylaws is in conflict with or contradiction of the Master Deeds, the Certificates of Incorporation, or with the requirements of any law, then the requirements of said Master Deeds, Certificates of Incorporation or law shall be deemed controlling.

SECTION 8. INVALIDITY. Invalidity of any part of these Bylaws shall not impair or affect in any manner the enforceability or affect the validity of the remaining provisions of the Bylaws.

SCHEDULE A

MONTHLY OPERATION AND MAINTENANCE CHARGES

The monthly charges established each year shall be used by the Association to provide the following benefits to the owner-members:

- a. Painting and minor repairs and replacement of damaged unit buildings including all the common elements thereof, but not including painting or decorating of the interior of units
- b. Painting and decorating and minor repairs and replacement of damaged community recreational facilities and buildings, both exterior and interior.
- c. Payment of taxes and assessments and mortgages, if any, on community and recreational facilities of the Association.
- d. Maintenance of the common grounds, walks, roadways, landscaping of the community and recreational facilities of the Association.
- e. Maintenance of the common grounds, walks, roadways and landscaping of the common elements of all Condominiums.
- f. Maintenance, repairs of plumbing lines and fixtures and electrical wiring in individual units; maintenance and repairs of air conditioners, heating units and appliances in individual units (any appliance purchased as optional equipment is not covered by maintenance).
- g. Operation of the following facilities for the use and enjoyment of members: Swimming pools, horseshoes, lakes, docks, community hall, two executive nine-hole golf courses, intra community bus transportation, shuffleboard, arts and crafts facility, etc.
- h. Payment for all utilities for community and recreational facilities of the Association.
- i. For replacement of personal property of the Association.
- j. Bulk cable services and community closed circuit television facilities.
- k. Trash and snow removal.
- l. Fire, extended coverage, workman's compensation, theft and public liability insurance covering all the community and recreational facilities of the Association and the common elements of the Condominiums, but not including personal liability and personal property of the individual owner-members.
- m. Administrative expenses of the Association including salaries for all paid employees of the Association (manager, guards, janitors, groundskeepers, clerical personnel, etc).

SCHEDULE B

As LVW matured, there were concerns that assessments for common expenses (maintenance fees) would be equitably and fairly applied. The result of resident recommendation, Financial Committee review and the Board of Trustees guidance by existing By-laws, the following methodology was implemented through resolution. In summary:

1. All units will share equally in future increases in the budget.
2. Common expenses are shared based on the size of the unit
3. Recreation expenses are based on a per resident charge
4. Unit expenses will be shared equally by all units

EXHIBIT B



From: LVWA <mail@notify.onecallnow.com>

Sent: Monday, July 6, 2026 2:00 PM



Subject: Draft Member Conduct and Social Media Policies for Resident Review

Notification from: **Leisure Village West**

Dear Residents,

Attached for your review are the draft **Member Conduct Policy** and **Social Media Policy**.

These draft policies were prepared at the recommendation of the Association's legal counsel to help establish clear expectations for respectful conduct within our community while ensuring the Association meets its legal responsibilities to both its members and its employees.

We recognize there may be questions regarding the purpose of the Social Media Policy. It is important to understand that this policy is **not** intended to censor free speech or prevent residents from expressing their opinions or offering constructive criticism of the Association, its Board, or its operations.

Rather, the policy has been drafted to address the Association's responsibility as an employer to provide a workplace free from harassment, intimidation, and targeted abuse directed at its employees. Just as the Association has policies governing conduct at Board meetings and within our facilities, it also has a responsibility to take reasonable steps to protect employees from behavior that creates a hostile work environment, whether that conduct occurs in person or through social media.

The Member Conduct Policy is intended to promote respectful and productive interactions among residents, Board members, volunteers, vendors, and employees. While differing opinions are a natural

part of any community, these policies are designed to encourage discussions that remain civil and respectful.

The Board values resident input and is distributing these policies in draft form so everyone has an opportunity to review them before they are considered for adoption. We encourage you to read both documents and share any comments or suggestions with the Board.

Thank you for your time, your thoughtful feedback, and your continued commitment to making Leisure Village West a respectful, welcoming, and safe community for all.

Sincerely,

Thomas R. Hasko, CMCA
Community Manager
Leisure Village West Association

Attachments available for 30 days until Wednesday, August 5, 2026:

[Member Conduct Resolution DRAFT 06_30_2026.pdf](#)

[Social Media Resolution DRAFT 06_26_2026.pdf](#)

To ensure that you continue to receive these emails, please add mail@notify.onecallnow.com to your Email Address Book.

To unsubscribe to notifications from **Leisure Village West**, please [click here](#).

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EXHIBIT C

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**

- | | |
|---------------------------------------|----------------------|
| • <u>Architectural Committee</u> | (Barbara Owens) |
| • <u>Community Services Committee</u> | (Anne Niebergall) |
| • <u>Finance Committee</u> | (Patricia Hansen) |
| • <u>Administration Committee</u> | (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 Social Media & Public Communications
2. Policy Resolution relating to Member Conduct
3. 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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

- 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 ¾ inch black painted pipe and mounting flanges. The bids are below:

(Prices include taxes, fees, and shipping)

Vendor	Products	Price
Amazon	¾" pipe, mounting flange, mounting hooks, S-hooks and lag bolts	\$4,099.13
Lowes	¾" pipe, mounting flange, mounting hooks, S-hooks and lag bolts	\$10,187.25
Home Depot	¾" 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



LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2
PERMIT REQUIRED
Trustee Approved:
Page 1 of 5

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...

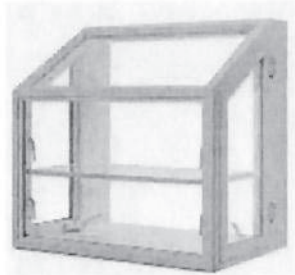


Brown Windows: Replacements for "brown" windows are expensive and of limited availability. Owners may replace brown windows with windows that have white sashes and frames. The capping (or side) panels must match the trim color. All windows on any one side of a unit must be replaced simultaneously, other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

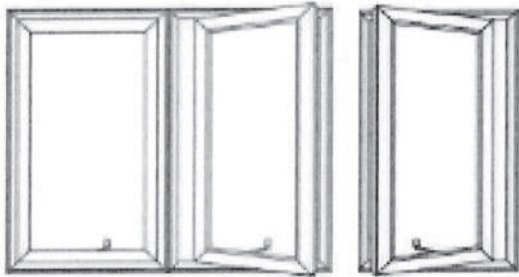


LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2

Page 3 of 5

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:



LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2

Page 4 of 5

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 SOCIAL MEDIA & PUBLIC
COMMUNICATIONS

THIS RESOLUTION (the “Resolution”) is made on this _____ day of _____ 2026, by Leisure Village West Association, Inc. (the “Association”), by and through its Board of Trustees (the “Board”), having a principal address of 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was created by the filing of a certain Certificate of Incorporation, on May 31, 1972, with the Secretary of State of the State of New Jersey; and

WHEREAS, the Association’s various Master Deeds, Bylaws, and various Amendments thereto were consolidated into a single Master Deed and Bylaws, filed and recorded in the **Ocean County Clerk’s Office on July 30, 2014, in Deed Book 15,860, Page 1,840 et seq. (the “Consolidated Master Deed”)**, as amended from time to time; and

WHEREAS, Section 10 of the Association’s Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants (the “Declaration”) contained in the Consolidated Master Deed provides that “each owner, tenant and occupant of a Unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations of Leisure Village West Association and the Condominium Act of the State of New Jersey”; and

WHEREAS, the Association’s Bylaws (the “Bylaws”), Article V, Section 1 provides that “[t]he affairs of the Association shall be governed by a Board of Trustees consisting of not less than five nor more than nine members, as may be determined from time to time by the members of the Board of Trustees of the Association each of whom shall be a member of the Association and a resident of Leisure Village West”; and

WHEREAS, the Bylaws, Article VI, Section 1 provides that “[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Leisure Village West and may do or cause to be done all such other lawful acts and things as are not by law, by these Bylaws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others”; and

WHEREAS, the Bylaws, Article VI, Section 1(n) provides that the Board shall have the power “[t]o make, and enforce compliance with, such reasonable rules and regulations relative to the operation, use and occupancy of the units, common elements and Association facilities, and to amend the same from time to time as when approved by appropriate resolutions shall be binding on the owners and occupants of units, their successors in title and assigns”; and

WHEREAS, the Bylaws, Article IX, Section 1 provides that “[t]he Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant hereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action, summary or otherwise, before any court as may be provided by law”; and

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

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

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

WHEREAS, the Board recognizes and affirms that Unit Owners and residents have the right to engage in open, candid, and respectful discussion concerning Association affairs, including the right to express opinions, raise concerns, criticize Board decisions, and advocate for changes in Association governance; and the Board intends that nothing in this Resolution shall be construed to discourage or restrict legitimate, good-faith communications;

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

1. Policy Regarding Social Media and Other Public Communications

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

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

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

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

c. If a Board Member addresses Association related matters on social media or makes other Public Communications, the Board Member is encouraged to include a disclaimer stating: *“The views expressed here are my own and do not reflect the official position of Leisure Village West Association or its Board of Trustees.”* For the avoidance of doubt, stating or posting this or any other disclaimer does not thereby give the Board Member the unrestricted right to make otherwise prohibited Public Communications.

d. A violation under this policy does not require a legal finding of defamation, harassment, or other unlawful conduct. The Board may determine that Public Communications violate this policy where such communications are reasonably determined to be false, misleading, abusive, harassing, uncivil, threatening, materially disruptive to Association operations, or otherwise inconsistent with the Association’s legitimate interests in maintaining a safe and respectful community environment.

e. The Association may prioritize enforcement based on the severity, frequency, and operational impact of the Public Communications in question.

f. This policy shall extend to all Members, tenants, guests of Members, and any other residents within the Association.

g. Members shall be responsible for the conduct of their guests, tenants, and any other residents within their units, and shall be subject to penalties for violations of this policy committed by their guests, tenants, and any other residents within their units.

h. Members or residents may report any act which they believe to be a violation of this policy to the Association's manager in writing.

i. Nothing in this policy is intended to prohibit Members from expressing good-faith opinions, criticisms, or concerns regarding Association governance, elections, finances, policies, or operations. However, Members must do so in a manner that does not constitute harassment, intimidation, threats, incivility, defamation, or materially disruptive conduct as determined by the Board of Trustees under this policy.

2. Protection of Good-Faith Expression

a. Nothing in this Policy shall be interpreted or applied to prohibit, restrict, or penalize good-faith expression of opinions, concerns, complaints, comments, or criticism regarding the actions, decisions, policies, performance, or conduct of the Board of Trustees, management, committees, employees, contractors, clubs, or other matters affecting the governance and operation of the Association.

b. Residents, employees, and volunteers retain the right to express disagreement with, comment upon, or criticize Village policies, decisions, services, expenditures, projects, and operational matters, provided such communications do not constitute harassment, threats, intimidation, discrimination, unlawful conduct, or knowingly false statements of fact.

c. The mere fact that a communication is negative, critical, controversial, unpopular, embarrassing, or uncomfortable shall not, by itself, constitute a violation of this Policy.

d. In determining whether a violation has occurred, enforcement authorities shall distinguish between: (a) criticism of actions, decisions, policies, or performance, which is generally permitted; and (b) personal attacks, harassment, threats, intimidation, discrimination, or other prohibited conduct directed at individuals, which is not permitted.

e. This Policy shall be administered in a content-neutral manner and shall not be used to suppress, discourage, or retaliate against individuals for expressing legitimate concerns or participating in discussions regarding Village governance and community affairs.

3. Enforcement of the Policy

a. Any violation of this policy may result in fines in accordance with the Association's then-current fining policy and/or suspension of membership rights and privileges in accordance with the Master Deed and By-Laws.

b. Before any fine is assessed, the member who allegedly committed the violation (or, in the case of an alleged violation by a guest, tenant, or other resident, the member in

whose unit the individual resides or is a guest) shall receive written notice of the violation and of his/her right to participate in alternative dispute resolution (“ADR”).

c. Before any suspension of rights and privileges is imposed, the member who allegedly committed the violation (or, in the case of an alleged violation by a guest, tenant, or other resident, the member in whose unit the that individual resides or is a guest) shall receive notice of his or her right to participate in alternative dispute resolution (“ADR”). However, if the Board of Trustees determines that the violation endangers the health, safety or welfare of others, the Association may impose an immediate suspension of that Member’s rights and privileges. In the case of an immediate suspension, the Member shall still be entitled to participate in ADR to contest the violation, but the suspension shall remain in place until the Association has confirmed that the threat to others no longer exists.

4. Standard for Enforcement

Before any enforcement action is taken under this Policy, a determination shall be made, based upon objective evidence, that the communication at issue falls within a specifically prohibited category of conduct identified in this Policy. No enforcement action shall be based solely upon the viewpoint expressed, the fact that criticism was directed toward the Board, management, or staff, or the subjective offense taken by any individual

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 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.

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 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 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
MANCHESTER, NEW JERSEY



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

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO.10_1

LVW Permit Required

Board Approved: July 1, 2020

Page 1 of 35

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.
- C.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

LWW Permit Required

Board Approved: July 1, 2020

Page 3 of 5

0. _____

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

EXHIBIT D

JEREMY M. GLAPION
1704 MAXWELL DRIVE
WALL, NEW JERSEY 07719



GLAPION LAW FIRM
TEL. 732-455-9737
JMG@GLAPIONLAW.COM

July 6, 2026

Via Email

Re: Objection and Notice of Legal Deficiencies in Member Conduct Resolution Draft (June 30, 2026) and Social Media Resolution Draft (June 26, 2026)

Dear Mr. Hasko and Mr. Polulak:

My name is Jeremy Glapion. I am the owner of [REDACTED], in Leisure Village West. I am also an attorney licensed in New Jersey. I am in receipt of your email dated July 6, 2026, to which was attached a draft Member Conduct Policy and Social Media Policy.

I urge the board not to adopt either policy. As set forth briefly below, the proposed policies both exceed the Board's rulemaking authority and further violate the New Jersey Constitution, as construed in *Dublirer v. 2000 Linwood Ave. Owners, Inc.*, 220 N.J. 71 (2014) and *Mazdabrook Commons v. Khan.*, 210 N.J. 482 (2012).

1. The Policies exceed the Board's rulemaking authority.

The Board claims authority for both policies from Article VI, § 1(n) of its bylaws, which authorize rules "relative to the operation, use and occupancy of the units, common elements and Association facilities[.]" The Social Media Policy, which purports to regulate Members' speech made anywhere, to anyone, on any platform is wholly outside this rulemaking power. A Member's post on Facebook, statement to a newspaper, in a blog, or flyer distributed off-premises has nothing to do with the operation, use, or occupancy of a unit, common element, or association facility.

In addition, because §§ 1.c.3-5 of the Member Conduct Policy contain no locational limit, they backdoor the above concerns under a different policy. As written, these paragraphs would cover

“incivility” occurring entirely off premise. For the same reasons as set forth in the previous paragraph, such restrictions exceed the Board’s rulemaking authority.

Restrictions of this scope are a new covenant, not a rule. As such, the proper vehicle, if any, is an amendment to the Master Deed or Bylaws adopted by membership, not a board resolution. A rule adopted beyond the Board’s delegated authority is void *ab initio*, and any fine assessed under it is uncollectible.

2. The Social Media Resolution violates the New Jersey Constitution as construed in *Dublirer* and *Mazdabrook*.

Unlike the federal First Amendment, Article I, ¶ 6 of the New Jersey Constitution applies to private common-interest communities. In *Dublirer v. 2000 Linwood Ave. Owners, Inc.*, the Supreme Court struck down a co-op’s restriction on a resident’s distribution of materials critical of the board. 220 N.J. 71 (2014); *see also Mazdabrook Commons Homeowners’ Ass’n v. Khan*, 210 N.J. 482 (2012) (prohibition of on-premises political signs unconstitutional).

Importantly, these unconstitutional rules were decidedly *narrower* than what the Board proposes here in its Social Media Resolution, which purports to cover *any* communication made in any public forum, including those vaguely and subjectively considered by the Board to be “[u]ncivil”. I am aware of no New Jersey decision upholding such a restriction. In fact, every New Jersey case applying Article I, ¶ 6 to common-interest communities has involved expression *within the community itself*. *See, e.g., Better Twin Rivers v. Twin Rivers Homeowners’ Ass’n*, 192 N.J. 344 (2007); *Dublirer; Mazdabrook*. Even *Twin Rivers*—the high-water mark of Association authority—emphasized that regulation of expression by an association must, *at minimum*, be reasonable as to time, place, and manner. Not only is the proposed Social Media Resolution unreasonable as to time, place, and manner—it contains no time, place, and manner limitations whatsoever.

In short, this resolution asserts jurisdiction over speech with no nexus to Association property whatsoever. It reaches further than any regulation a New Jersey court has ever sustained, in the precise category of speech New Jersey courts have most strongly protected.

3. Strict vicarious liability for residents’ and guests’ speech is indefensible.

As explained, the Board has limited authority to control the on-premises speech of Members, and no authority to control the off-premises speech of Members. The Social Media Resolution’s attempted application to non-Members compounds this problem. Whatever authority the Board holds over Members derives from the consent of those Members: an owner takes title subject to the Master Deed and the rules validly promulgated under it. Tenants, guests, and “any other residents” (¶1.f) consented to nothing. The Association’s authority over them, to the extent it exists at all, comes from their use and occupancy of the units and common elements—a nexus which is entirely absent when the regulated conduct is a Facebook post. As to non-Members’ off-premises speech, the Resolution is a nullity.

This is presumably why the drafter of the resolution sought to circumvent this problem through strict vicarious liability against members (§§ 1-f, g). Guest-conduct liability is a familiar and reasonable feature of rules governing pools, parking, and common facilities. This rule and its underlying rationale has no applicability to public comments, made from anywhere in the world about any subject, whether by a Member, guest, tenant, or other individual who at some point happened to be invited onto the premises.

4. Enforcement will expose the Association to fee-shifting under UPEPA.

New Jersey's Uniform Public Expression Protection Act, N.J.S.A. § 2A:53A-49, *et seq.*, protects speech on matters of public concern, which includes the governance and finances of a common-interest community, and mandates attorney's fee awards against parties who pursue claims targeting such speech. Any judicial enforcement effort under the Social Media Resolution invites a UPEPA motion and a fee award payable from Association funds.

5. The Member Conduct Policy contains several additional practical issues.

I appreciate the Board's attempts to prohibit threats, assault, vandalism, interference with employees, and abusive conduct on premises. As a whole, this Policy appears less objectionable than the Social Media Conduct policy. Several of the provisions in the Member Conduct Policy, however, are defective either legally or practically.

- a. As discussed, paragraphs 1.c.3-5 contain no locational or forum limitation. "Verbal abuse," "hostile communications," and "incivility" as defined in 1.c.4 reach any communication, made anywhere, directed at Board members or management, including the same off-premises public speech the Social Media Resolution targets. For all the reasons the Social Media Resolution is defective, so too are these sections.
- b. Paragraph 1.c.10 punishes an outcome, not conduct. "Conduct that results in intervention by law enforcement" makes persons violators whenever anyone else summons the police, however unfounded the call, and penalizes residents for conduct law enforcement itself may determine was entirely lawful. It also deters residents from calling the police on their own behalf, since any "intervention" creates violation exposure.
- c. The open-ended catch-all in § 1.c.11 ("any other conduct that interferes...") combined with § 1.f's declaration that the enumerated acts are "illustrative and not exhaustive" means Members can be fined for conduct no rule identifies in advance. A fining power requires ascertainable standards; a rule whose prohibitions are expressly non-exhaustive and defined case-by-case in the Board's discretion is not a "reasonable rule" under any standard of review. As worded, the Policy essentially covers the enumerated examples "plus anything else the Board later decides fits".
- d. Relatedly, allowing the Board to be the sole arbiter of whether communication directed at it is uncivil or meets any unannounced "illustrative but not exhaustive" standard—the net effect of § 1.c.4 and 1.f—is overly vague, arbitrary, and provides no workable guideline to

which persons can conform their conduct. It allows the allegedly aggrieved party (the Board or its members) to judge its applicability, on a piecemeal basis.

6. Request.

I ask that the Board withdraw the Social Media Resolution in its entirety. No amendment can cure it: its subject matter is beyond the Board's delegated rulemaking power, and its enforcement structure is irreconcilable with *Dublirer*.

If the Board believes a communications policy is necessary, a lawful one would begin by confining itself to forums the Association actually controls and would require adoption by membership vote as an amendment to the governing documents.

I ask that the Conduct Resolution be tabled and revised consistent with Section 5 above before adoption. If either Resolution is adopted in its current form, please treat this letter as notice that its validity is disputed, and preserve all records relating to its drafting, the advice received concerning it, and any enforcement under it.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Glapion". The signature is fluid and cursive, with the first name "Jeremy" and last name "Glapion" clearly distinguishable.

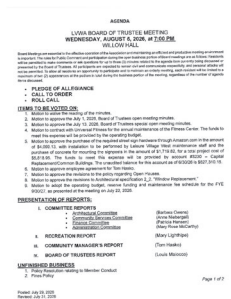
Jeremy M. Glapion

EXHIBIT E



Revised Agenda – August 5, 2026 Open Board Meeting

By Site Admin / July 31, 2026



Please be advised that the agenda for the August 5, 2026 Open Board Meeting has been revised.

The proposed Policy Resolution Relating to Social Media and Public Communications has been removed from the agenda. The language contained in that proposed policy has been summarized and incorporated into the proposed Policy Resolution Relating to Member Conduct, Section 1, Letter G.

A copy of the revised language for Section 1, Letter G is attached to this announcement for your review.

Residents are encouraged to review the attached language prior to the meeting.

Thank you.

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EXHIBIT F

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

- | | |
|---------------------------------------|----------------------|
| • <u>Architectural Committee</u> | (Barbara Owens) |
| • <u>Community Services Committee</u> | (Anne Niebergall) |
| • <u>Finance Committee</u> | (Patricia Hansen) |
| • <u>Administration Committee</u> | (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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

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.

LEISURE VILLAGE WEST
BOARD OF TRUSTEE MEETING

JULY 1, 2026
WILLOW HALL AUDITORIUM

- 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



LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2
PERMIT REQUIRED

Trustee Approved:
Page 1 of 5

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

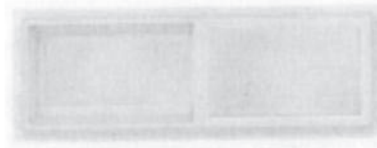
SPECIFICATION NO. 2_2

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...

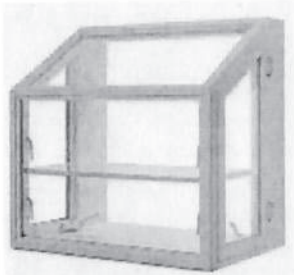


Brown Windows: Replacements for "brown" windows are expensive and of limited availability. Owners may replace brown windows with windows that have white sashes and frames. The capping (or side) panels must match the trim color. All windows on any one side of a unit must be replaced simultaneously, other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

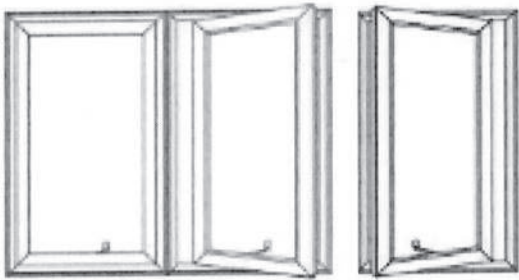


LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2

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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:



LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 2_2

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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



SPECIFICATION NO. 4_6

LVW Permit Required

Board Approved: July 3, 2024

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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

LWW Permit Required

Board Approved: July 3, 2024

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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

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO. 10_1
LVW Permit Required
Board Approved: July 1, 2020
Page 1 of 35

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.

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEW JERSEY

SPECIFICATION NO.10_1

LVW Permit Required

Board Approved: July 1, 2020

Page 34 of 35

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

EXHIBIT G

JEREMY M. GLAPION
1704 MAXWELL DRIVE
WALL, NEW JERSEY 07719



GLAPION LAW FIRM
TEL. 732-455-9737
JMG@GLAPIONLAW.COM

July 31, 2026

Via Email

Re: Objection and Notice of Legal Deficiencies in Member Conduct
Resolution Draft (July 31, 2026)

Dear Mr. Hasko and Mr. Polulak:

I write further to my letter of July 6, 2026, having now reviewed the revised Member Conduct Resolution dated July 31, 2026.

I appreciate that the Board has withdrawn the Social Media Policy. I also note that the revised Conduct Policy no longer asks the Board to adjudicate defamation, misrepresentation, or disclosure of confidential information, and no longer contains the prior statement that a violation "does not require a legal finding of defamation, harassment, or other unlawful conduct." These are meaningful improvements.

The addition of ¶ 1.g, however, undoes these positive changes and goes further in the wrong and unlawful direction than the previous social media policy.

1. Paragraph 1.g reinstates the withdrawn policy in broader form.

My prior letter objected that ¶¶ 1.c.3-5 contained no locational limit, and therefore backdoored the Social Media Policy under a different heading. The revised draft resolves that ambiguity in the opposite direction from the one I proposed. Paragraph 1.g now provides that the Policy "applies regardless of where the communication originates or is received," and reaches communications "transmitted orally, in writing, electronically, or digitally," whether directed to an individual or "distributed to a group or broader audience."

This both incorporates and expands upon the social media policy. It is no longer confined to statements made in a forum accessible to the public or the membership. It now reaches private communications as well.

Whatever argument previously existed that §§ 1.c.3-5 could be read to carry an implied on-premises limitation (which I dispute, but for the sake of discussion), § 1.g forecloses it. The Board has now said expressly that location is irrelevant.

2. The Bylaws require more than a “substantial connection”.

Article VI, § 1(n) authorizes rules "relative to the operation, use and occupancy of the units, common elements and Association facilities." That is a nexus to *property*. Paragraph 1.g substitutes a nexus to *subject matter*: whether the communication has "a substantial connection to the Association, its operations, or the community."

Those are not the same thing. A Facebook post criticizing the Board's spending has an obvious subject-matter connection to Association operations. It has no connection whatsoever to any person's use or occupancy of a unit, a common element, or an Association facility. The Bylaws confer authority over the latter. § 1.g claims authority over the former.

The result is that § 1.g's limiting principle operates as a targeting mechanism. A resident's post about the weather has no "substantial connection to the Association" and is unregulated. A resident's post about the Association's finances, its vendors, its counsel's fees, or the conduct of an election is squarely covered. The provision filters *for*, rather than away from, precisely the category of speech *Dubliner* and *Mazdabrook* protect most strongly. A rule cannot be saved by a nexus requirement that is satisfied only by protected criticism.

3. 1.g cannot be reconciled with § 3.

§ 3.c provides that a communication that is "critical, negative, controversial, unpopular, embarrassing, persistent, or causes discomfort or offense shall not, standing alone, constitute a violation." Paragraph 1.g authorizes the Board to weigh "frequency" and "cumulative effect."

Read together, persistence is not a violation standing alone — but persistence combined with the Board's own assessment of "incivility" under § 1.c.4 is. That is a course-of-conduct theory, and its practical effect is to convert sustained criticism of the Board into a sanctionable pattern. Whatever protection § 3.c appears to offer is withdrawn by the subsection that precedes it.

The same is true of "content" and "audience." § 3.a states that the Policy "is intended to regulate conduct, not viewpoints or opinions," and § 3.e requires viewpoint-neutral enforcement. § 1.g expressly authorizes the Board to consider "the communication's content" and its "audience." A standard that turns on what was said, and on how many people heard it, is not a conduct rule.

4. The defects identified in my prior letter remain, and § 1.g compounds several of them.

- a. §§ 1.c.3-5 still contain no locational or forum limitation. The fix I proposed — limiting them to conduct occurring on Association property or directed at employees and vendors in the performance of their duties — was not adopted. § 1.g instead confirms that no such limit exists.
- b. § 1.c.10 still punishes an outcome rather than conduct, for the reasons stated in my prior letter.
- c. § 1.c.11's catch-all, combined with § 1.f's declaration that the enumerated acts are "illustrative and not exhaustive," still permits fines for conduct no rule identifies in advance.
- d. § 1.f still makes the Board the sole arbiter of whether communications directed at the Board are "uncivil." § 1.g worsens this considerably: the Board is now expressly authorized to weigh the content, audience, frequency, and cumulative effect of speech about itself, under a standard it defines case by case.
- e. § 1.e makes Members responsible for the conduct of their tenants, guests, and other residents. Read together with § 1.g, a Member is now subject to fines for another adult's social media post made from anywhere in the world. Guest-conduct liability is a familiar and reasonable feature of rules governing pools, parking, and common facilities, because the Member controls access to the premises. That rationale has no application here.

5. The Fines Schedule contradicts § 1.g and makes its consequences severe.

I have also reviewed the Enforcement and Fines Schedule for Violations, Draft 07/31/2026. Five points warrant the Board's attention.

First, § II.2 of the Fines Schedule provides that Unit Owners are responsible for the conduct of residents, occupants, family members, tenants, guests, visitors, agents, and pets "while such persons or pets are on the Association's property." That is an express on-premises limitation, contained in the instrument that supplies the fining mechanism for the Conduct Policy. § 1.g says the opposite: the Policy applies "regardless of where the communication originates or is received." Both cannot be given effect. If § II.2 controls, § 1.g cannot support a fine against a Member for another person's off-premises communication. If § 1.g controls, the Board should say so expressly and explain the authority for it, because the limitation the Board's own counsel wrote into § II.2 will otherwise be read as the Association's understanding of the scope of its fining power.

Second, § III.2 classifies "harassment, intimidation, abusive conduct toward residents, staff, management, or vendors" as a Severe Violation. Severe Violations may be escalated immediately at the

Board's sole discretion, and each day a Severe Violation continues may be treated as a separate violation subject to a fine of up to \$500.00. Read together with ¶ 1.g, a single social media post the Board deems "abusive" would be sanctionable from the first day, without the courtesy notice afforded to Standard Violations, and potentially as a continuing violation for every day it remains accessible. I ask the Board to state on the record whether it intends that a communication constitutes a continuing violation for so long as it remains posted.

Third, § IV.1 authorizes the Board to suspend a Unit Owner's right to vote on Association matters. Under ¶ 1.f, the Board decides whether a communication is "uncivil." Under ¶ 1.g, that determination now reaches communications made anywhere, including criticism of the Board itself. Combined with § IV.1, the Board may respond to criticism of the Board by stripping the critic of the vote — including the vote for the Board. A rule that permits the governing body to disenfranchise the members most critical of it cannot be described as viewpoint-neutral, whatever ¶ 3.e says. *Dubliner* concerned the distribution of campaign materials in advance of a board election; the Court's concern was precisely that a board should not control speech bearing on its own selection.

Fourth, § II.8 of the Fines Schedule is numbered but contains no text. I ask that § II.8 be completed or removed.

Fifth, § VI.1 states the resolution "is retroactive." I ask that the Board clarify whether § VI.1 is intended to mean only that the Resolution applies to existing Owners, Tenants, and Residents, or whether it is intended to permit enforcement based on conduct predating adoption.

6. UPEPA exposure now attaches to this policy.

The fee-shifting concern raised in Section 4 of my prior letter was directed at the Social Media Policy. With the adoption of ¶ 1.g, it applies to this one. Any judicial enforcement effort against a communication concerning Association governance invites a motion under N.J.S.A. § 2A:53A-49, *et seq.*, and a fee award payable from Association funds.

7. Request.

I ask that ¶ 1.g be stricken in its entirety. Its subject matter is beyond the Board's delegated rulemaking power for the reasons set forth in Section 1 of my July 6 letter, and it cannot be narrowed into consistency with either § 1(n) or Section 3 of the Policy itself.

I further ask that §§ 1.c.3-5 be expressly limited to conduct occurring on Association property or directed at employees, vendors, and contractors in the performance of their duties; that ¶ 1.c.10 and ¶ 1.c.11 be deleted; and that the final sentence of ¶ 1.f be deleted.

I further ask that, if ¶ 1.g is retained in any form, the Board reconcile it with § II.2 of the Fines Schedule and identify which provision governs.

Please treat this letter, together with my letter of July 6, 2026, as notice that the validity of the updated conduct policy is disputed, and preserve all records relating to its drafting, the advice received concerning it, and any enforcement under it.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Glapion". The signature is written in a cursive, flowing style.

Jeremy M. Glapion

EXHIBIT H

Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

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

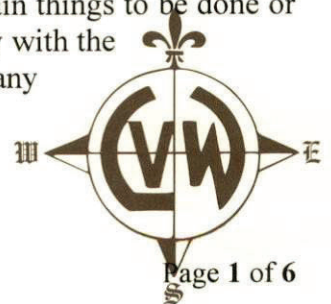
WHEREAS, Section 10 of the Association’s Declaration of Restrictive and Protective Covenants and Agreements and Easement Grants (the “Declaration”) contained in the Consolidated Master Deed provides that “each owner, tenant and occupant of a Unit shall comply with the provisions of this instrument and 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 ConductDuly adopted at a meeting of Leisure Village West Association, Inc., held this day of August, 2026.5thOfficer

Vote:

YES

NO

ABSTAINJoy Carmody, Trustee✓

Steve Leslierandal, Trustee✓

Iran Gilbert, Trustee✓

Christina Basile, Trustee✓

Samuel Carollo, Trustee✓

Louis Maiocco, Trustee✓

_____, Trustee

Attest:

Christina Basile
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