

LEISURE VILLAGE WEST ASSOCIATION

2023 CANDIDATE PACKET

Includes the following:

- Candidate Timeline Information
- Resolution Relating to Election Procedures
- Policy Resolution regarding Board Member Conduct and Confidentiality
- Policy on Door-to-Door Solicitation or Canvassing within LVW
- Resolution on Election Signs
- Candidate Challenges to the Election Results

Refer to LVW'S Governing Documents for additional information.

LVWA CANDIDATE TIMELINE INFORMATION 2023

Congratulations on your candidacy. Here is some important information about the election events and timeline. Questions can be addressed to the Election Committee Chair (Please see last page for Chairperson's contact information).

Campaigning and Campaign Materials – You are free to campaign at once. You may place campaign materials (generally flyers 8 ½" x 11") – at your own cost - in the space provided in Willow Hall, Leisure Fair and Club Encore. Locations are under video surveillance.

A maximum of **two campaign signs** (maximum of 18" x 24") are permitted in a window or five-foot area (two in window **or** two in 5' area **or** one in window and one in 5' area), not sooner than 45 days prior to election. Campaign signs are not permitted on any common area (including outside Village gates). Signs must be removed within one week after the election.

Special Bulletin – If you have not already submitted and wish to be included in the Special Bulletin, you need to immediately submit to association@lvwa.net (Word format, electronically) a one-page (8 ½ x 11) summary or resume about yourself. This one-page summary can include your photo. **PLEASE NOTE, NO SUMMARIES OR RESUMES FOR THIS BULLETIN WILL BE ACCEPTED AFTER 4 P.M. (EDST) JULY 5, 2023.**

Candidate Videos – You are permitted a session on KLVW-TV. If you have not already done so, this needs to be immediately scheduled so please contact the Election Committee Chair within two days of receipt of this packet. The studio will be restricted for your privacy and once all appearances are complete, the videos will be posted (alphabetically, on a loop) on Channel 974 and on other LVWA media such as FrontSteps. You may speak for up to 20 minutes, you may have a timekeeper/coach of your choice in the studio with you. Using the teleprompter helps for a more polished presentation. Submit your script (Word format) electronically at least two days prior to your appearance to allow formatting. Email to klvwtv15@gmail.com. Do not wear green; you will disappear on green screen! This year Candidates videos can be scheduled on either Friday, June 30th, July 7th, or July 14th from 9:00 a.m. – 12:00 p.m. Candidate videos should be completed by July 18, 2023.

Candidate Meet & Greet – Two Candidate Meet & Greet sessions will take place on July 7, 2023 and August 10, 2023. To facilitate introductions for candidates who may not be familiar with one another, please be at Willow Hall by 6:30 p.m. (EDST) on Friday, July 7, 2023. The Meet & Greet is scheduled for 7-9 p.m. (EDST). The second Meet & Greet is scheduled for Thursday August 10, 2023, 1:00 - 3:00 p.m. at Club Encore; these dates will be advertised on LVWA media. Meet & Greets are a good way for residents to get to know you in an informal setting. This does not preclude you from hosting your own events or having supporters host for you. If you desire the use of LVWA facilities, you are subject to the same rules that apply to any facility, including availability and monetary charges if applicable.

Candidate Forum – Each year time varies; this year will be an evening event: **Friday July 21 at 7:00 p.m.** The Forum will be broadcast live, recorded and available on LVW media. All candidates are requested to arrive 30 minutes prior to the start of the forum for microphone checks. Positions on stage will be alphabetically, left to right as viewed from the auditorium. There will be a professional moderator. You will be given 2 minutes each for opening and closing statements. Audience questions as well as candidate answers are also limited to two minutes; questioners must be owners or those with voting rights who are in good standing; the Committee will act as timekeepers and facilitators. You will receive a 30 second warning (an amber flag); and a red flag when time is up. Once the first round of audience questions is completed, a representative from the Election Committee will then read questions that were submitted timely via the official election designated email address. After this, the second, and third, etc. rounds of audience questions will begin again subject to the same protocols outlined in this paragraph.

Election Day – The last business day in August. This year it falls on **Thursday, August 31**. The polls will open at 1 p.m. (EDST). The BOT will open the **Annual Meeting of the Members** at 1 p.m. (EDST) and a call for last minute voting and proxy withdrawals will be announced. If quorum is met, the meeting will be suspended and absentee ballot envelopes will be opened, batched, scanned, and tallied in Willow Hall, until the process is complete. No electioneering, cameras (except those used for the live broadcast) or telephones will be allowed in the Willow Hall auditorium during voting and ballot tallying. Voters must produce a photo id with their unit address or they will be denied. Observers are welcome to remain during vote processing but are requested to speak quietly to avoid distraction. Successful candidates take office immediately and are sworn in at next BOT meeting. However, if quorum is not met, the meeting will be adjourned for 30 days.

Election Committee Chairperson

Mary Louise Doner

932B Liverpool Circle

Mldoner13.1@gmail.com

732-552-4206

**LEISURE VILLAGE WEST ASSOCIATION, INC.
RESOLUTION
RELATING TO ELECTION PROCEDURES**

WHEREAS, the Leisure Village West Association, Inc. (the "Association") was formed by the filing of a certain Certificate of Incorporation, on May 31, 1972, with the Secretary of State of the State of New Jersey having its offices at 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was established and exists by certain Master Deeds with attached Bylaws recorded on January 10, 1978, in the Ocean County Clerk's Office in Deed Book 3683 page 51 et. seq., and as amended from time to time (collectively the " Master Deed"); and

WHEREAS, the Association's Master Deeds were amended and consolidated and recorded on July 30, 2014 in the Ocean County Clerk's Office in Deed Book 15860-page 1840 et. seq.,

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

WHEREAS, in July of 2017, the Legislature of the State of New Jersey amended the New Jersey Planned Real Estate Development Full Disclosure Act ("PREDFDA"), N.J.S.A. 45:22A-43 et. seq., establishing new requirements for the elections of the executive boards of common interest residential communities, such as the Association; and

WHEREAS, the Board now wishes to adopt the following election procedures to ensure that the Association's elections comply with new election requirements as set forth in N.J.S.A. 45:22A-45.2; and

NOW, THEREFORE, BE IT RESOLVED THAT:

Annual Meeting

1. The annual meeting of members to elect Trustees shall be held annually on the last business day in August or as otherwise set forth in the Bylaws.

Quorum

2. The presence in person or by special ballot of a one-third of the members (898 units) of the Association shall constitute a quorum for the Annual Meeting.

Election Committee

3. The Board of Trustees shall annually establish an Election Committee to assign a team of impartial inspectors to conduct the various duties associated with and required during elections.

Staff Involvement

4. The involvement of the employed staff of Leisure Village West Association in the election process shall be strictly limited to administrative and logistical support only.

Good Standing

5. A member must be in good standing to either run for or be elected to the Board of Trustees.
6. A member shall be in good standing if, and only if, he or she is current in payment of all assessments, fees, and charges; is compliant with a judgment for assessments, fees and charges; is fully compliant with a settlement agreement for assessments, fees and charges; or has requested or is participating in ADR or a court proceeding for a dispute over the matter affecting the owner's good standing.
7. At least 30 days prior to the annual meeting, the Association shall notify any member who is not in good standing and include an explanation why the member is not in good standing. The notice shall state that the resident has the right to contest the determination of good standing via ADR. The members shall be allowed to rectify their standing up until five business days prior to the election date.

Candidacy

8. All unit owners of the Association have the right to nominate themselves or other Association members in good standing for candidacy to serve on the Board.

Call for Nominations

9. On the first business day in June, the Secretary of the Board sends the first "Call for Nominations" letter, via U.S. Mail, to all members and to those with voting rights announcing a call for nominations for the position of trustee. Members are advised that they may nominate another member or self-nominate by submitting a document with the printed name, unit address, and phone number of the nominee and, if not a self-nomination, the name, unit address, and phone number of the member making the nomination along with a letter accepting the nomination from the nominee. The announcement shall also contain the following:
 - a. The Annual Meeting date and time;
 - b. A listing of terms available to hold office;

- c. An invitation to Candidates' Forum shall be held annually on the third Friday in July;
- d. Notification that nominees may provide a brief one-page profile and include one photo to be made available in a separate special bulletin mailed to all members;

Nomination Deadline

10. Nominations must be submitted to the Secretary of the Board in the Association Office no later than 4:00 p.m. of the first business day in July. If not self-nominated, a letter accepting the nomination must also be submitted.

Good Standing Status

11. The Secretary of the Board will verify good standing status of all nominees with the accounting department.
12. Nominee(s) not in good standing will be advised by the Secretary of the Board no later than the nomination deadline that they are not in good standing and the notice shall include an explanation why the member is not in good standing. The notice shall state that the nominee has the right to contest the determination of good standing via ADR. The nominee shall be allowed to rectify their standing up until five business days prior to the election date.

Nominated Candidates

13. Nominated candidates in good standing will be posted in alphabetical order by last name as they are received, via LVWA media by the Secretary of the Board. After such posting, nominees may begin campaign activities. No further updates will be made after the nomination deadline date or after the final slate is posted.
14. The Election Committee shall secure and provide equal space in each recreation hall for candidates to place their campaign material.
15. Candidates shall have equal opportunity to participate in one (1), twenty (20) minute, unmoderated televised event to be made available starting in alphabetical order after the nomination deadline date.
16. The Election Committee shall preside over preparation of ballots for mailing. The Election Committee shall produce a ballot with an alphabetical listing of candidates together with a preaddressed, stamped return envelope addressed to 959 Buckingham Drive Manchester, NJ 08759. All candidate names shall be listed in the same font, size, and color and shall not indicate which candidates are incumbent board members. The ballot shall contain one write-in line for each open seat to allow members to vote for write-in candidates. The ballot shall also contain a notification that unit owners may revoke voting-eligible tenant proxies up until the last call for votes at the Annual Meeting and state that "The use of the proxy is voluntary on the part of the granting owner. The proxy may be revoked at any time before the proxy holder casts a vote."

17. The Election Committee shall arrange the Candidates' Forum to be annually on the third Friday in July and shall be moderated by an independent non-member moderator such as an attorney or former judge. The Election Committee shall coordinate the event with the in-house TV Crew regarding the schedule. During odd years, the forum will be held at night and during even years, the forum will be held during the day.
18. The Election Committee shall supervise the mailing of the proxies and absentee ballots to all members and voting eligible tenants no later than the Friday following the Candidates' Forum and shall produce a written affirmation to serve as proof of mailing to be read at the Annual Meeting.

Voting

19. Voting members in good standing must complete the ballot by selecting their choices. All ballots shall be anonymous. Once completed, return by U.S. mail in the provided preaddressed, stamped envelope, prior to the Annual Meeting. A ballot box located at the Association Office shall be made available during business hours. Members may deliver a ballot in person at the Annual Meeting at the time and place announced for that purpose. Alternatively, the Board is authorized to hire a third party to facilitate the election process including collecting and tabulating the election ballots.

Poll Book

20. The Board Secretary shall have prepared a computer-generated listing of all members in good standing. This listing shall be used as the Poll Book.
21. Voting members in good standing opting to vote in person may do so at the Annual Meeting before 1:00 PM and must provide proper ID with name and unit address and sign the Poll Book at the door.
22. Commencing when ballots are first received until the Annual Meeting, the Election Committee shall indicate in the Poll Book that a ballot has been received from a unit. The unopened, validated ballots shall be locked in fireproof cabinet in street and unit order until the Annual Meeting.
23. The Election Committee shall produce all ballots and Poll Book at the Annual Meeting for final votes to be received.

Annual Meeting

24. The Annual Meeting shall be called to order and presided over by the highest-ranking disinterested trustee officer at the time of the Annual Meeting.
25. The Election Chair shall read into the minutes of the Annual Meeting the statement of verification of ballot mailing.
26. The Officer chairing the meeting shall make a final call for votes and for any revocation of proxies.
27. The Election Chair shall certify that a quorum has been reached. If a quorum cannot be certified, the Chair of the Annual Meeting shall accept a motion to adjourn the meeting for 30 days.

28. If a quorum has been met, the meeting shall suspend, and the Election Committee shall commence the voting process by opening envelopes containing the ballots and separating the ballots into stacks of fifty (50).
29. The Election Committee inspectors shall start tabulating the votes in public, continuing until all votes are counted and tabulated. Members may stay and observe the process but may not interfere with the count. Candidates who receive the highest number of votes shall fill the longest terms available.
30. Once the count is complete, the Chair of the Election Committee shall notify the chair of the Annual Meeting to reconvene and call the meeting back to order.
31. The Election Committee shall certify the final count and announce the results.
32. The Election Committee, after the election, shall secure all ballots for a period of two years.

Challenges

33. In the event a specific election vote is challenged, the Board shall instruct the Election Committee to provide an Investigative Sub-Committee to assist in the equitable and impartial disposition of the challenge.

General

34. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity, or pursuant to the Governing Documents.
35. Should any provision of this Resolution be deemed invalid, the remaining provisions hereof shall remain in full force and effect.
36. 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.

Revised: June 2, 2021

NOW THEREFORE, Louis Maiocco, the President of Leisure Village West Association, Inc., based on the authority granted by the Association's Master Deed, By-Laws 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, President

CORPORATE ACKNOWLEDGMENT

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

On the 6th day of April, 2022, 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

April 6th, 2022

Samantha Bowker
NOTARY PUBLIC OF
NEW JERSEY

SAMANTHA M. BOWKER
NOTARY PUBLIC OF NEW JERSEY
Commission # 50040211
My Commission Expires 06/17/2026

RECORD AND RETURN TO:
MCGOVERN LEGAL SERVICES, LLC
850 Carolier Lane
North Brunswick, NJ 08902
(732)-246-1221

LEISURE VILLAGE WEST ASSOCIATION, INC.

POLICY RESOLUTION

REGARDING BOARD MEMBER CONDUCT AND CONFIDENTIALITY

WHEREAS, the Leisure Village West Association, Inc. (the "Association") was formed by the filing of a certain Certificate of Incorporation, on May 31, 1972, with the Secretary of State of the State of New Jersey having its offices at 959 Buckingham Drive, Manchester, New Jersey 08759; and

WHEREAS, the Association was established and exists by certain **Master Deeds with attached Bylaws recorded on January 10, 1978, in the Ocean County Clerk's Office in Deed Book 3683 page 51 et. seq.**, and as amended from time to time (collectively the "Master Deed"); and

WHEREAS, the Association's Master Deeds were amended and consolidated and recorded on July 30, 2014 in the Ocean County Clerk's Office in Deed Book 15860, Page 1840 et. seq.; and

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

WHEREAS, N.J.A.C. 5:26-8.11(b) states that "[a] board member shall be removed only in accordance with the bylaws or by the board for good cause directly impacting the member's ability to serve."

WHEREAS, N.J.A.C. 5:26-8.11(b)(1) states that "[t]he board shall not remove an elected member for disagreeing with the majority or for violating any confidentiality agreement without affording the elected member Alternative Dispute Resolution (ADR) in which the ADR provider concludes from substantial credible evidence that there was a breach that adversely affected the interests of the association members as opposed to that of the executive board."

WHEREAS, the New Jersey Department of Community Affairs, Division of Codes and Standards, published a Summary of Public Comments and Agency Responses on April 24, 2020, which states, in part, that "(t)he ADR provision cited at N.J.A.C. 5:26-8.11(b) would be non-binding, and either party may challenge the conclusion."

WHEREAS, the Board has determined that it is in the best interest of the Association that guidelines for Board member confidentiality be adopted and enforced; and

NOW, THEREFORE, BE IT RESOLVED that the following rules and regulations shall be and hereby are adopted:

Board Members must conduct themselves in the following manner:

1. Confidentiality

- a) Unless specifically authorized by a majority vote of the Board, during their terms of Service and thereafter, Board members shall not disclose the following on any social media platforms or elsewhere, except to a Board member, employee of the Association's management company, or the Association's legal counsel:
- (i) Matters when such disclosure would constitute an unwarranted invasion of privacy, including, but not limited to, a homeowner's failure to timely pay his or her obligations to the Association and any Association action with respect to same;
 - (ii) Information related to pending or anticipated litigation or contract negotiations;
 - (iii) 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;
 - (iv) Matters involving the employment, promotion, discipline, or dismissal of a specific employee of the Association; and
 - (v) Matters discussed in an executive session meeting or matters pertaining to an Association issue mentioned in an email forwarded among Board members.
- b) No Board member shall use any information obtained as a result of his or her service as a Trustee for personal gain.
- c) Board members recognize that discussions held in executive session meetings shall remain confidential, shall not be disclosed on any social media platforms, and shall only be disclosed to the extent required by law.
- d) Each Board member must sign a confidentiality agreement and a code of ethics confirming that he or she has read and understands his or her confidentiality obligations. The necessary confidentiality agreement and code of ethics are attached hereto as Exhibit A and Exhibit B (respectively).

2. Prohibition against Reproductions

Unless specifically authorized by a majority vote of the Board, during their terms of Service and thereafter, Board members shall not make any copies, or reproductions, of any documents that are Confidential Information, or store copies of any Confidential Information on any electronic media.

3. Return of Confidential Documents

Upon ceasing to be a Board member for any reason whatsoever the Board member shall, within fourteen (14) days thereafter, return all Confidential Information to the Association. Each Board member acknowledges the importance of safeguarding all Confidential Information, and, as such, will make all reasonable efforts to ensure that no Confidential Information is misplaced or lost.

4. Board Member's Attendance at Meetings

For the purpose of this section, a "Board Meeting" shall be defined as the period from the meeting first being called to order to the meeting being officially adjourned. Attendance at all regularly scheduled Board Meetings, for the entirety of the meeting, is mandatory, with the understanding that occasional tardiness will not count against a Board Member's attendance.

Each unexcused absence by a Board Member will count as an offense under Section 5 of this resolution. Absences will be considered excused if such an absence is for serious illness, a death in the family, or some equivalent personal difficulty that renders the Board member's absence reasonable.

5. Enforcement

In case the presiding officer finds that one or more Board members has violated this Resolution or any provisions of the Association's Governing Documents, the presiding officer shall proceed as follows:

First Offense: The presiding officer shall address the offending person, note that he is out of order and direct him to correct his actions. This warning shall be noted in the minutes.

Second Offense: The presiding officer shall address the offending person, noting that he is again out of order, and direct him to correct his actions. The presiding officer shall direct the person taking the minutes to

note in the minutes (1) that this was a second warning, and (2) identify what the offending conduct was.

Third Offense: The presiding officer shall call for a Board vote to authorize a membership solicitation for the purpose of seeking to remove the offending person from the Board.

In the event that the Board determines that a particular board member's actions result in "good cause directly impacting the member's ability to serve," then the Board may vote at an open board meeting for that particular board member's removal. The Board shall not remove the particular board member for disagreeing with the majority or for violating any confidentiality agreement without affording the elected member Alternative Dispute Resolution (ADR) in which the ADR provider concludes from substantial credible evidence that there was a breach that adversely affected the interests of the association members as opposed to that of the executive board. The ADR's provider's determination is non-binding, and either party may challenge the conclusion.

6. General Provisions

1. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
2. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
3. Any provision contained within any previously adopted resolution and/or rule or regulation of the Association that conflicts with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.
4. Notwithstanding any other provision hereof, this Resolution shall only apply to board member conduct and how the Board administers its affairs and disciplines its members. This Resolution shall not in any way limit the Association's ability to proceed against a Board member as it

would with any other Association member to enforce Membership obligations such as fining, suspending membership rights, etc.

Exhibit A

LEISURE VILLAGE WEST ASSOCIATION, INC.

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made on this _____ day of _____, 20____ by _____ having an address of _____, (“Restricted Party”) as follows:

BACKGROUND

In his or her position as a member of the Board or appropriate Committee member, the Restricted Party will come into possession of documents and information, both written and oral, that are not available to the owners of the Association including but not limited to information pertaining to possible, contract negotiation, individual privacy issues and personnel matters (“Confidential Information”).

The disclosure of Confidential Information without prior written approval may have a substantial detrimental impact on the legal standing and rights of the Association.

The Board has determined that it is in the best interests of the Association that each member of the Board executes a confidentiality agreement.

Now, therefore, be it agreed, in consideration of the Association’s agreement to make Confidential Information available to the Restricted Party, intending to be legally bound, agrees as follows:

Confidentiality. The Restricted Party agrees that it will not provide or release copies in whole or in part of any of the Confidential Information, nor disclose to any third party or on any social media platform the substance or contents of any Confidential Information, including board member discussions at executive session meetings, unless authorized by the Board, in writing to do so. The Restricted Party further agrees not to make any copies or reproductions of any documents that are Confidential Information, or store copies of any Confidential Information on any electronic media. Confidential Information shall include, without limitation, engineering reports, attorney’s correspondence, minutes or executive session of Board meetings, drafts of any legal documents not yet filed with any public office, written or oral advise from the attorney for the Association, the contents on any discussion among committee members conducted during executive session, and professional reports, studies or data of any nature that relates or potentially relates to a legal claim of the associations. A document that has been otherwise made public will not be deemed Confidential Information.

Return of Confidential Documents: Upon ceasing to be a Board member or appropriate Committee member, for any reason whatsoever the Restricted Party shall, within seven (7) days return all Confidential Information to the Association. The Restricted Party acknowledges the importance of safeguarding all Confidential Information, and, as such, will make all reasonable efforts to ensure that no Confidential Information is misplaced or lost.

Irreparable Harm; Miscellaneous: The Restricted party acknowledges that it has been advised that the disclosure of the Confidential Information or its contents may cause irreparable harm to the Association, and the Restricted Party agrees that in the event it breaches its obligations hereunder, it will be subject to

injunctive relief and may be liable for any damages suffered by the Association as a result of the breach. The Restrictive Party agrees that it will be subject to the jurisdiction of the N.J. Superior Court of Ocean County, New Jersey. Upon a determination, the following hearing by the Board of Trustees that any Restricted Party breached this agreement will immediately return all Confidential Information in the party's possession, and will be denied access to additional Confidential Information. This Agreement will be interpreted in accordance with the laws of the State of New Jersey. The identity of the draftsman of this Agreement will not be utilized in interpreting any terms of this Agreement.

Binding Effect: This agreement shall be binding on the Restricted Party commencing with the date of its execution and shall thereafter remain binding, including after the Restricted Party is no longer a member of the Board, until the Confidential Information has been made public or until written permission for its dissemination had been provided. Notwithstanding the foregoing, the terms of this Agreement will apply to any Confidential Information that the Restricted Party came into possession of before the execution of this Agreement.

In Witness Whereof, the Restricted Party has entered into this Agreement the date and year first written above.

Witness—Print and Sign below

, Witness

Restricted Party—Print and Sign below

, Restricted Party

Exhibit B

LEISURE VILLAGE WEST ASSOCIATION, INC.

BOARD OF TRUSTEES CODE OF ETHICS

I have consented to act as a Board Member of the Association and I agree to comply with the following Code of Ethics throughout my terms:

Honesty and Good Faith– I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill– I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Public and Board meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Association and to uphold its By-Laws, Rules, Resolutions, Policies, Agreements and Requirements.

Conflict of Interest– I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Association. If I become aware of any conflict, I will immediately disclose it in writing to the Board. I will not use any information obtained as a member of the Board to further my own interests, whether financial or otherwise. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Association. I will not seek any special benefits or privileges or accept any compensation either personally or on behalf of any other person. I will act only in the best interests of the Condominium Association as a whole and I will not favor the interests of any individual or group of owners or residents.

Confidentiality– I will not disclose to any person information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by the other members of the Board. I reaffirm all provisions of the Confidentiality Agreement signed by me.

Good Conduct– At all times, I will conduct myself in a professional and businesslike manner at meetings of Trustees or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Association. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support– I will abide by decisions of the majority of the Trustees even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation – I will not make erroneous or defamatory statements about the Association or any owner, resident, Trustee, officer, manager, staff or contractor of the Association to any third party verbally, in writing, or on any social media platform.

Minimize Conflict– I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first-class image for our Association and the units, owners and residents.

Agreement – I hereby agree to comply with the provisions set out in this Trustees' Code of Ethics.

Dated at this day of ____ day of _____, 20____.

SIGNATURE: _____ WITNESS: _

Print Name:

Print Name:

Leisure Village West Association

AT MANCHESTER, NEW JERSEY

POLICY

DOOR TO DOOR SOLICITATION OR CANVASSING WITHIN LEISURE VILLAGE WEST

WHEREAS, Leisure Village West is a private residential general public and;

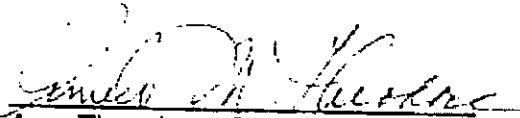
WHEREAS, the security and tranquility of the Community is deemed enhanced by the enforcement of regulations designed to control door to door solicitation and canvassing; and

WHEREAS, the obligation to establish policy and appropriate rules and regulations has developed upon the Trustees of Leisure Village West Association,

IT IS NOW THEREFORE, this 1st day of April 1998, declared to be the policy of the Leisure Village West that:

1. There shall not be any solicitation door to door by residents or non-residents for business or commercial purposes by any person within the Village.
2. The solicitation of funds by charitable or non-profit organizations that benefits the residents or the community at large may be conducted at club meetings or at a manned table properly identified in the clubhouses (Association approval required for table in clubhouses only).

Dated: December 20, 1989
Revised & Accepted:: January 23, 1990
Revised & Accepted: April 1, 1998



Amy Theodore, Secretary

JG:ad



Leisure Village West Association

AT MANCHESTER, NEW JERSEY

RESOLUTION

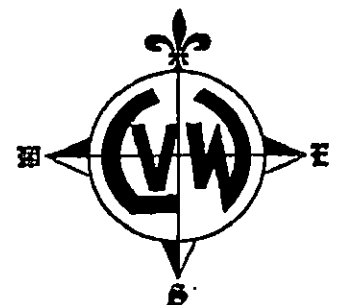
ELECTION SIGNS

WHEREAS, the Leisure Village West Association Board of Trustees pursuant to Article VI, Section 1. A, of the Bylaws is empowered to exercise all operation, maintenance, cleaning, sanitation, upkeep, and protection of the buildings in each condominium and their general and limited common elements.

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing the installation, dimensions, and use of election signs in the best interests of the Community and consistent with Federal and State law,

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter. These rules are adopted by the Board of Trustees of Leisure Village West Association on the day of June 7, 2023.

- 1) Unit owners may post election signage for National, New Jersey State, and Local Governmental, and Trustee elections within the confines of their unit for the time period defined.
- 2) Definitions:
 - (a) ~~Owner~~—any association unit owner. For the purpose of this rule only, "owner" includes a tenant who has the permission of the unit owner to install an election sign.
 - (b) ~~Exclusive-use area~~—limited common area in which the owner has a direct or indirect ownership interest and that is designed for the exclusive use of the owner as defined in the Master Deed association document that is next to the owner's unit.
- 3) Installation
 - (a) Size and Type
 - (i) Dimensions shall be no greater than 24-inches in width and 18-inches in height. Only non-illuminated signs may be installed, and no additional lighting may be added.



(b) Location

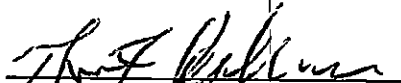
- (i) No more than two election signs may be installed by the owner at the unit. These may include two in windows or two in the five-foot area, two on the door of a vehicle parked in the driveway, or a combination of signs in a window, the five-foot area, and a car parked in the driveway.
- (ii) Signs must not encroach upon any common elements of any other owner's individual unit or limited common element, or the air space of another owner's limited common element.
- (iii) Signs must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the sign.
- (iv) There shall be no penetrations or attachment to exterior surfaces of the unit or building.
- (v) Signs placed on vehicles must adhere to New Jersey motor vehicle regulations prohibiting signage on front or side windshields or that obstructs a clear view of traffic following or on the sides of a vehicle (NJ Rev Stat 39 § 3-74 (2013)).
- (vi) Vehicles with election signage may be parked in lots near common elements while owners are using the amenities. They are subject to all other LVWA parking regulations.

(c) Duration

- (i) Signs in windows, the five-foot area and on vehicles may be posted 45 days prior to the election date and must be removed within 7 days after election date.

4) Enforcement

- (a) If these rules are violated, the Association may bring action for the violation of these rules. If the violation is not corrected within a reasonable length of time, additional fines of \$20 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the governing documents, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.


Secretary

Voted and Approved: February 11, 2015

Amended: October 7, 2020

Amended: June 7, 2023

CANDIDATE CHALLENGES TO ELECTION RESULTS

Candidate challenges to the election results must be made no later than the last business day in September following the date of the election. Since it is imperative that the business of the Association be continued and conducted, any challenge made after that date shall be declared invalid.

Challenges must be submitted, in writing, by mail, to the **Board Secretary**, Leisure Village West Association, 959 Buckingham Drive, Manchester, NJ 08759. Challenges should state the cause of the action and the relief desired by the challenger.

Challenges may take many forms and may be filed for any one of a number of alleged causes, which are not foreseeable. The spectrum of types of challenges may range from a simple request for a recount (and subsequent acceptance of the vote) to a full court suit **or to a judicial hearing by a procedure acceptable to both parties (i.e., arbitration, etc.)**, by the challenger, against the Association. Accordingly, there is no single predictable resolution action to fit all challenges.

In resolving any challenge, the Board of Trustees, by statute, owes it first allegiance to the Association membership at large. In this respect, the Board has the fiduciary responsibility to the unit owners. This responsibility is comparable to the obligation that a board of directors of a corporation owes its stockholders. Therefore, this responsibility may not be transferred to, nor assumed by, any other person, group or entity.

The Board has the further responsibility to consider the rights of the challenging candidate/s as well as the rights of all the other candidates. While these considerations are subordinate to the prime responsibility, they are important to the maintenance of the general welfare and harmony of the Village, and should be treated as such.

Immediately upon receipt of a challenge, the Board of Trustees, consisting of "disinterested" members, shall determine the nature of the challenge. For example, the challenge may be based on numerical counts, or it may be based on procedural matters.

The Board shall immediately consult with the Association Counsel to make the further determination as to whether or not the challenge has a "prima facie" basis.

As a result of the above determinations, the Board of Trustees, acting always on the advice of Counsel, may take any appropriate action, including but not limited to the following:

Conduct its own investigation of the issues which may include a public hearing wherein the Board may exercise its fact-finding powers.

(2015) The Board may utilize an investigative committee comprised of members, who may or may not be members of the Election Committee, to assist in the investigative process. The committee may make non-binding recommendations for resolution of the issues to the Board. Thereafter, by application and interpretation of the By-Laws, Rules and Regulations and policies of the Association, together with applicable law, find fact and decide the issues. The trustees may (a) reject the challenge and affirm the elections; (b) modify the election results based upon its findings; (c) order a new election; (d) order such other relief as may be appropriate. The vote of a majority of the disinterested Trustees shall be sufficient to decide any issue.

Any person in interest who may be aggrieved by the decision of the Board may have resort to such legal remedies as may be available provided, however, that the legal action must be initiated not later than thirty (30) days from publication of the Board's decision.

If the challenge is resolved in favor of the challenger, the Association shall bear all costs of the action leading to resolution. HOWEVER, if the challenge is resolved against the challenger, then the challenger shall be liable for all the costs incurred in leading to resolution. These costs shall be billed in the same manner as any other charge incurred by a unit owner and shall be collectible in the same manner.

In order to insure the continued effective management of the Association operations, it is essential that any challenge be resolved as soon as possible. The Board of Trustees shall act with all deliberate and prudent speed to resolve any challenge.

Subject to the rules governing the handling of privacy matters, the Board of Trustees shall provide for full disclosure of the actions required and taken to resolve any challenge. Separate and special notices shall be furnished each affected candidate.