

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, DECEMBER 4, 2019 WILLOW HALL

1:00pm

Pledge of Allegiance

ITEMS TO BE VOTED ON:

1. Motion to waive the reading of the minutes.
2. Motion to approve the November 20, 2019 minutes.

RECREATION REPORT

COMMUNITY MANAGER'S REPORT

UNFINISHED BUSINESS:

1. Proposed Bylaws Amendment Relating to Leasing or Rental of Units

NEW BUSINESS:

There will be NO open Board meeting on December 18, 2019. The next open Board meeting will be held on Wednesday, January 8, 2020 at 1:00PM in the Willow Hall Auditorium.

ADJOURN OPEN MEETING

AUDIENCE COMMENTS: In general, audience questions and comments should be addressed to the interest of all residents. For resolution of personal or maintenance issues, contact the Department Manager or the Service Manager and, if necessary, the Community Manager.

POSTED: November 27, 2019

Present were L. Maiocco, C. Lupo, F. Weinstein, E. Murphy, A. DAmato and S. Falk-Zitelli. Also present were Service Manager – J. Snyder, Recreation Director – M. Lighthipe and Accounting Administrator – M. O' Connor. Absent were S. Tozzi and Community Manager – J. Schultz.

This meeting commenced at approximately 1:00 PM with the Pledge of Allegiance.

ITEMS VOTED ON:

F. Weinstein moved to waive the reading of the minutes. C. Lupo seconded. All present were in favor. Motion carried.

F. Weinstein moved to approve the November 6, 2019 minutes. E. Murphy seconded. All present were in favor. Motion carried.

A.DAmato moved to approve the revisions to Specification 1_8, "Installation or Replacement of Patios in Condominiums 1-22." C. Lupo seconded. All present were in favor. Motion carried.

COMMITTEE REPORTS:

T. Hardman, Chairperson gave a report for the Architectural Committee.

E. Berardis, Chairperson gave a report for the Community Services Committee.

M.L. Doner, Chairperson gave a report for the Finance Committee.

J. Langreich, Chairperson gave a report for the Administration Committee.

M. Lighthipe, Recreation Director gave a report for the Recreation Department.

COMMUNITY MANAGER REPORT:

J. Snyder, Service Manager stated that the Gym Ad Hoc Committee met and reported that the new gym equipment has been ordered. They addressed problems that have been reported regarding residents staying on the machines longer than allotted. Their solution is to provide the resident, wishing to use the machine next, with a hanging notice placed on the machine that notifies/reminds the person on the machine that someone is waiting. Residents were reminded to disconnect their hose bibs from their unit if they have not done so already. The Maintenance Department will assist anyone that needs them removed for the season. Residents are also reminded that there will be no trash collection on Thursday, November 28th but will be picked up on Friday, November 29th. Friday's pickup will be moved to Saturday, November 30th. It was reported that the water allocation increase was not approved but the Association will be allowed to rollover non-usage for each month. It is now with Zoning and Mapping for final approval.

UNFINISHED BUSINESS:

1. The proposed revisions to the LVW Bylaws amendments relating to leasing or rental of units was presented again. The Board will vote on these amendments at the January 8, 2020 open Board meeting.

NEW BUSINESS:

The Board announced that they approved Susan Leslierandal as a member to the (ADR) Alternate Dispute Resolution Committee.

The Board is asking anyone wishing to serve on the Technology Committee to submit a letter of interest to the Association office.

The next open Board meeting will be held on Wednesday, December 4, 2019 at 1:00 PM in the Willow Hall Auditorium. The open Board meeting for December 18, 2019 has been cancelled.

The business portion of this meeting ended at approximately 1:50 PM.

Samantha Bowker
Administrative Assistant

Fay Weinstein
Board Secretary

Approved: PENDING

DRAFT

**AMENDMENT TO THE BYLAWS OF
LEISURE VILLAGE WEST ASSOCIATION, INC.
RELATING TO RENTAL RESTRICTIONS**

This Amendment to the Bylaws for Leisure Village West Association, Inc., (the "Association") is made on this ____ day of _____, 2019, by the Association, a Nonprofit Corporation of New Jersey, by and through its Board of Trustees ("the Board"), having an address of 959 Buckingham Drive, Manchester, New Jersey; and

WHEREAS, the Association was created by, among other documents, a **Master Deed and Declaration of Restrictive and Protective Covenants with attached By-Laws (the "Governing Documents")**, recorded in the Office of the Ocean County Clerk on **January 10, 1978, in Deed Book 3683, Page 51, et seq.**, and as amended from time to time; and

WHEREAS, the Association's Bylaws, as Amended on July 30, 2014, 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..." and

WHEREAS, P.L. 2017, Ch. 106, often referred to as the Radburn Bill, a supplement to the Planned Real Estate Development Full Disclosure Act, passed on July 13, 2017, provides that, "[a]n executive board shall not amend the bylaws of an association without a vote of the association members open to all association members, as provided in the association's bylaws... except an executive board may amend the bylaws under the following circumstances:... (b) after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. Other than an amendment to render the bylaws consistent with State, federal or local law, if at least 10 percent of association members vote to reject the amendment within 30 days of its mailing, the amendment shall be deemed defeated;" and

WHEREAS, the Board of Trustees convened for a Special Meeting on _____, 2019, and a quorum being present, a majority of the Trustees present voted to amend the Association's Bylaws; and

WHEREAS, the Board of Trustees proposed this amendment to the membership pursuant to N.J.S.A. 45:22A-46(d)(5) via a mailing sent on _____, 2019; and

WHEREAS, after waiting the required thirty (30) days, less than ten (10%) percent of the membership rejected this proposed amendment; and

NOW, THEREFORE, the Association hereby amends and modifies the Association's Bylaws as set forth below:

1. Bylaws, Article I, Section 6 is hereby amended to state the following:

SECTION 6. LEASING OR RENTAL OF UNITS.

- A. The term of all rental or lease agreements shall not be less than twelve (12) months and shall not exceed thirty-six (36) months. 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; and (3) Leasing Permits are not currently issued and in effect for eight percent (8%) or more Units within the Association. 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 bound by lease terms between twelve (12) months and thirty-six (36) months.

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 above-mentioned rental restrictions shall not apply to a Unit that is leased before the date this amendment to the Bylaws is passed and recorded. 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. 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).

2. By-Laws, Article I, Section 10(c)(3) is hereby amended to state the following (modified language in bold):

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.

3. Any other terms of the Master Deed or Bylaws that may be in conflict with this Amendment are hereby deemed null and void.
4. All other terms of the Master Deed and Bylaws that do not conflict with this Amendment shall remain in full force and effect.
5. Should any provision or clause hereof be determined to be invalid, the remaining provisions or clauses hereof shall remain in full force and effect.
6. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until recorded in the Ocean County Clerk's Office.

IN WITNESS THEREOF, the undersigned have executed these Amendments to the By-Laws of Leisure Village West Association, Inc., the day and year listed above.

ATTEST:

LEISURE VILLAGE WEST ASSOCIATION, INC.

By: _____

, Secretary

, President

Current Bylaws	Proposed Amendment
<p>SECTION 6. LEASING OR RENTAL OF UNITS.</p> <p>A. The term of all rental or lease agreements shall not be less than twelve (12) months. 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 preapproved 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.</p> <p>B. In the event that a member leases his unit to his parent or parents, or permits his parent or parents 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.</p>	<p>SECTION 6. LEASING OR RENTAL OF UNITS.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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; and (4) Leasing Permits are not currently issued and in effect for eight percent (8%) or more Units within the Association. 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</p>

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.

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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 abovementioned rental restrictions shall not apply to a Unit that is leased before the date this amendment to the Bylaws is passed and recorded. 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

	<p>leasing a Unit that were in effect at the time this amendment was enacted. 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.</p> <p>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.</p> <p>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).</p>
<p>Article I, Section 10(c)(3) 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 not 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 not 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.</p>	<p>By-Laws, Article I, Section 10(c)(3) is hereby amended to state the following (modified language in bold): 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.</p>