

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, NOVEMBER 20, 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 6, 2019.
3. Motion to approve the revisions to Specification 1_8, "Installation or Replacement of Patios in Condominiums 1-22".

COMMITTEE REPORTS:

Architectural Committee	(Tom Hardman)
Community Services Committee	(Eleanor Berardis)
Finance Committee	(Mary Lou Doner)
Administration Committee	(Judith Langreich)

RECREATION REPORT

COMMUNITY MANAGER'S REPORT

UNFINISHED BUSINESS

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

NEW BUSINESS

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

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.

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

This meeting commenced at approximately 7:00 PM with the Pledge of Allegiance.

ITEMS VOTED ON: (continued in Community Manager's Report)

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 October 16, 2019 minutes. A.DAmato seconded. All present were in favor. Motion carried.

J. Schultz, Community Manager gave a report for the Recreation Department.

COMMUNITY MANAGER REPORT: (J. Schultz/ J. Snyder)

The Gym Ad Hoc Committee has been discussing relocating and/or expanding the gym and the replacement costs for equipment. A quote from Life Fitness was presented to the Board as follows:

<u>Qty.</u>	<u>ITEM</u>	<u>PRICE</u>	<u>EXTENSION</u>
3	REX7000 RECUMBENT ELLIPTICAL CHARCOAL	\$3,375.00	\$10,125.00
3	Warranty, Parts and Labor	\$190.00	\$570.00
3	INXSX INTERGRITY SX CROSS-TRAINER	\$3,239.40	\$9,718.20
3	Warranty, Parts and Labor	\$269.00	\$807.00
2	INCSX INTEGRITY SX UPRIGHT BIKE	\$2,249.40	\$4,498.80
2	Warranty, Parts and Labor	\$215.00	\$430.00
2	INRSX INTEGRITY SX RECUMBENT BIKE	\$2,399.40	\$4,798.80
2	Warranty, Parts and Labor	\$215.00	\$430.00
1	HS-PD HAMMER STRENGHT SELECT PULLDOWN	\$2,165.10	\$2,165.10
1	3 Year Warranty, Parts, Labor	\$323.00	\$323.00
1	Bolt down package for strength products	\$15.00	\$15.00

This equipment will replace the current equipment in the location the gym is currently in at Club Encore. It was also decided that the universal unit in the gym will not be replaced. After some discussion, *F. Weinstein moved to approve to purchase ten cardio equipment pieces and one strength equipment from Life Fitness for a total cost of \$40,388.05 which includes shipping, installation and tax. This expense will be provided by account #3150 –*

Property Fund/Replacements. C. Lupo seconded. All present were in favor. Motion carried.

In anticipation of the expiring gate attendant contract, bids were solicited from several vendors that provide these services. Due to the mandatory increase in minimum wage, the Board is looking into alternative solutions to reduce costs, if desired. A three-year summary of the bids are as follows:

<u>COMPANY</u>	<u>AMOUNT</u>
APG Security LLC	\$797,854.42
Allied Universal Security Services	\$760,961.70
Securitas Security Services USA, Inc.	\$779,760.83
Secure America	\$900,209.20

He proposed that the Board contract with Allied Universal Security Services with provisions executed in the agreement providing for any changes in the scope of work to accommodate the changes in service outlined.

C. Lupo moved to approve to contract with Allied Universal Security Services for three years effective January 1, 2020 and ending December 31, 2022 for a total cost of \$760,961.70. This expense will be provided by account #7310-Gatehouse Entry. F. Weinstein seconded. All present were in favor. Motion carried.

J. Snyder reminded residents to disconnect their garden hoses to prevent any damage to their unit. Residents are also reminded to winterize their unit by a professional plumber when going away for the winter season.

Management is requesting that five buildings or 12 units be added to this year's replacement roofing cycle due to the deteriorating roofing conditions causing several leaks.

A.DAmato moved to add on five buildings (12units) to the All Good Construction 2019 Roofing Contract for a total cost of \$67,314.50. All permits and taxes are included. This expense will be provided by account #3270 - Capital Replacement/Roofs. C. Lupo seconded. All present were in favor. Motion carried.

UNFINISHED BUSINESS:

1. The proposed Bylaws amendment Relating to Leasing or Rental of LVW Units will be published in the December magazine. The Board will vote on these amendments at the January 8, 2020 open Board meeting.

NEW BUSINESS:

1. Revisions to Specification 1_8, "Installation or Replacement of Patios in Condos 1-22" were presented. The Board will vote on this at the next open Board meeting on November 20, 2019.

The Board is still seeking members for the Technology Committee. Anyone interested in serving on this Committee may submit a letter of interest to the Association office.

The Board announced that they have approved Renee Sharkey and Nedianne Koch Schwartz as members of the Welcome Committee.

The Board also announced that they approved Chuck Corvo and Lonnie Grizler as members of the Alternate Dispute Resolution (ADR) Committee.

A video of a person removing a mirror from Club Encore was shown to help identify the person.

The next open Board meeting will be held on Wednesday, November 20, 2019 at 1:00 PM in the Willow Hall Auditorium. The open Board meeting for December 18, 2019 has been cancelled.

There being no further business, the Board meeting adjourned at approximately 7:39 PM.

Samantha Bowker
Administrative Assistant

Fay Weinstein
Board Secretary

Approved: PENDING

LEISURE VILLAGE WEST ASSOCIATION
MANCHESTER, NEWJERSEY

SPECIFICATION NO. 1 8

ORIGINAL MODELS

PERMIT REQUIRED

Page 1 of 1

Trustee Approved

Date: March 4, 2009

SPECIFICATION FOR INSTALLATION OR REPLACEMENT OF PATIOS IN CONDOMINIUMS 1 – 22

Applies to Original Models: Cambridge, Baronet, Winfield and Regency.

Eton and Greenbriar are not-permitted (50) fifty square feet patios because of space limitations.

A Diagram for a patio must be submitted before an Application is issued.

(October 2011) NOTE: *The short grass strip on garage side should be used only as a five-foot area (stone, pavers, brick, and mulch with low growing plants or shrubs). It is a hazard to be used as a patio or store barbecue grills.*

MATERIALS

The patio must be constructed using only patio blocks, pavers or bricks, and must be set in a base of sand. Poured concrete is prohibited.

COLOR

Only grey or earth-tones are acceptable. Multiple units must be uniform in color and material.

DIMENSIONS, LOCATION & INSTALLATION

(October 2011) The patio is limited to 100 square feet and must be level with existing lawn elevation. There shall be no more than one patio site per unit. **No patio is permitted at the side or front of a unit. Eton and Greenbriar models are only permitted to have a (50) square feet patio in the front of the unit.**

Patio must have direct surface run-off away from walkway and unit. No elevation changes, raised edgings or railings are permitted. The patio must not interfere with the operation of any mowing or sprinkler heads.

Patio alteration where digging is involved requires a call to New Jersey One Call. Whether you are planning to do it yourself or hire a contractor, one call to 811 (or 1-800-272-1000) gets your underground utility lines, which includes gas lines, marked for FREE.

The unit owner shall notify the Physical Plant Architectural Volunteer (name and phone number shown on the face of PERMIT) when work has been completed.

STORAGE/PATIO FURNITURE

Patios shall not be used for open storage of household or garden implements.

INSTALLER

Patio replacement must be made by a qualified contractor who is registered with the Division of Consumer Affairs or qualified resident. Such contractor must furnish the Leisure Village West Association office with a **current certificate of insurance before unit owner can apply for a permit, and before any work can begin.**

TERMS & CONDITIONS

A copy of the TERMS & CONDITIONS, as attached to the resident's permit, applies to all of 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.

Revised 3/6/2009

Revised October 2011

Revised: January 4, 2017

Revised: PENDING

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.

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 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

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).

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.

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.

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

This Amendment to the By-Laws 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 By-Laws, 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 By-Laws; 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 By-Laws as set forth below:

1. By-Laws, Article I, Section 6 is hereby amended to state the following:

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; 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 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 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 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 By-laws that may be in conflict with this Amendment are hereby deemed null and void.
4. All other terms of the Master Deed and By-Laws 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.

, Secretary

By: _____
, President