

# Leisure Village® West Association

AT MANCHESTER, NEW JERSEY

LEISURE VILLAGE WEST ASSOCIATION, INC.  
POLICY RESOLUTION  
REGARDING PRIVATE RESIDENT TO RESIDENT LESSONS FOR A FEE ON COMMON  
ELEMENTS

This Resolution (the "Resolution") is made on this 3<sup>rd</sup> day of May 2023, by Leisure Village West Association, Inc., (the "Association"), by and through its Board of Trustees (the "Board"), having an address of 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

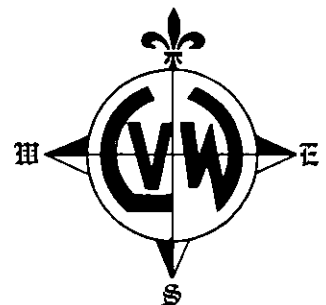
**WHEREAS**, the Association's Master Deeds were amended and consolidated and recorded on **July 30, 2014 in the Ocean County Clerk's Office in Deed Book 15860, Page 1840 et. seq.**; and

**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**, the Board has determined that it is in the best interest of the Association that guidelines for private lessons for a fee on the Association's general common elements be adopted and enforced; and

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

1. All residents providing private lessons for a fee, such as personal training, pickleball lessons, golf lessons, etc. (hereinafter "Private Lesson Providers") on the Association's general common elements shall submit a written request to the Recreation Director and receive Association approval prior to conducting any private lessons on the Association's general common elements for a fee.
2. Providers must receive Association approval prior to conducting any private lessons on the Association's general common elements for a fee. The Recreation Director will notify the Board of approved requests.
3. After approval is given by the Recreation Director, Private Lesson Providers shall be required to execute an indemnification agreement, attached hereto as Exhibit A.



5. All private lessons for a fee must be one-on-one. Group lessons for a fee are not permitted.
  6. Providers must submit a weekly schedule for approval by the Recreation Director.
  7. The Board shall have sole discretion regarding whether to permit any private lessons for a fee on the Association's general common elements and shall have sole discretion to rescind permission to allow a Private Lesson Provider to provide lessons for a fee.
  8. Private Lesson Providers shall be subject to all applicable provisions of the Master Deed, By-Laws, and Rules and Regulations of the Association.
  9. Any unit owner that fails to comply with this Resolution will be subject to fines in accordance with the Association's current fining policy. Each day that a violation continues after notice will be considered a separate violation.
  10. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it by law, in equity and/or pursuant to the Master Deed and By-Laws.
  11. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
  12. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and the provisions herein shall govern.
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**EXHIBIT A**  
**LEISURE VILLAGE WEST ASSOCIATION, INC.**  
**INDEMNIFICATION AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Leisure Village West Association, Inc., having an address of 959 Buckingham Drive, Manchester, New Jersey 08759 (the "Association") and \_\_\_\_\_, having an address of \_\_\_\_\_  
\_\_\_\_\_ (the "Private Lesson Provider").

**WHEREAS**, the Association wishes to permit Private Lesson Provider to provide \_\_\_\_\_ (Type of private lessons) for a fee within the community; and

**NOW, THEREFORE**, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Private Lesson Provider hereby agree as follows:

1. The Association agrees to permit Private Lesson Provider to provide \_\_\_\_\_ (Type of private lessons) for a fee on Association's general common elements.
2. The Private Lesson Provider agrees to leave the Association's property and the property of individual Association members undamaged.
3. The Private Lesson Provider hereby agrees to indemnify, defend, and hold harmless the Association with respect to any property damage and/or any injury to any person or thing caused or resulting from the Private Lesson Provider and/or anyone participating in the lessons being provided by the Private Lesson Provider.
4. The Private Lesson Provider hereby agrees to restore any property damage caused or resulting from the Private Lesson Provider and/or anyone participating in the lessons being provided by the Private Lesson Provider.
5. The Private Lesson Provider hereby covenants and agrees to comply with all federal, state, and local statutes, ordinances and regulations pertaining to its provision of lessons and will defend, indemnify and hold harmless the Association for any failure to do so.
6. The Private Lesson Provider hereby agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Private Lesson Provider will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of incurring such expenses, costs or obligations.
7. The Private Lesson Provider hereby agrees to provide proof of appropriate insurance. The Private Lesson Provider shall be required to add the Association as an additional named insured under its

insurance policy and hereby agrees to provide the Board with verifiable proof that the Association is a named insured.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Private Lesson Provider without the prior written consent of the Association.

**IN WITNESS WHEREOF**, the Private Lesson Provider and the Association have executed this Agreement on the date shown above.

LEISURE VILLAGE WEST ASSOCIATION,  
INC.

By: \_\_\_\_\_,  
President

\_\_\_\_\_  
(Private Lesson Provider)

By: \_\_\_\_\_  
(Print name & title)

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY)

: ss.

COUNTY OF OCEAN )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ 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., and

(b) this document was signed and delivered by this person as his/her voluntary act and deed by virtue of authority from its Board of Trustees.

Signed and sworn to before me on \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC OF  
NEW JERSEY

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY)

: ss.

COUNTY OF OCEAN )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as a Private Lesson Provider, and

(b) this document was signed and delivered by this person as his/her voluntary act and deed.

Signed and sworn to before me on \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC OF  
NEW JERSEY

LEISURE VILLAGE WEST ASSOCIATION, INC.

Resolution Type: Policy No.

Regarding: Private Lessons on Common Elements

Duly adopted at a meeting of the Board of Trustees of Leisure Village West Association, Inc. held this

3rd day of May, 2022

Officer

Vote:

YES NO ABSTAIN ABSENT

<u>Shirley T. Taylor</u> , Trustee	X	_____
<u>Tom F. Helton</u> , Trustee	X	_____
<u>Ernie Mugh</u> , Trustee	X	_____
<u>Mark B. J.</u> , Trustee	X	_____
<u>Fay Weinstein</u> , Trustee	X	_____
<u>Walter Steinhilber</u> , Trustee	X	_____
<u>Joseph Carmody</u> , Trustee	X	_____

Attest:

Tom F. Helton  
Secretary

5/17/2023  
Date

File:

Book of Minutes -  
Book of Resolutions:

Policy  
Administrative  
Special  
General

Book No.	Page No.
_____	_____
_____	_____

Resolution Effective: IMMEDIATELY

NOW THEREFORE, CHARLES T. LUPO, the President of Leisure Village West Association, Inc., based on the authority granted by the Association's By-Laws, Master Deed, and the Board of Trustees vote reflected above, hereby submits this resolution for recordation in the Ocean County Clerk's Office.

LEISURE VILLAGE WEST ASSOCIATION,  
INC.

Charles T. Lupo  
, President

**CORPORATE ACKNOWLEDGMENT**

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

On the 4<sup>th</sup> day of may, 2023, Charles T. Lupo 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 Villages 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  
may 4, 2023

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**