AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, DECEMBER 6, 2023 at 7:00 PM WILLOW HALL

Board Meetings are an important part of running an HOA, so keeping them as efficient and productive as possible is key. <u>Rules of Public Comment and Participation in the open portion of the Board meeting are as follows</u>; residents will be allowed a three-minute comment or question related to the topic on the agenda at the time it is being discussed or presented by the Board of Trustees. Maximum two times at podium.

- PLEDGE OF ALLEGIANCE
- CALL TO ORDER
- ROLL CALL

ITEMS TO BE VOTED ON:

- 1. Motion to waive the reading of the minutes.
- 2. Motion to approve the November 8, 2023 minutes.
- 3. Motion to approve the revisions to the Rules Governing Clubs and Groups.
- 4. Motion to approve the revisions to the Election Signs Policy.

PRESENTATION OF REPORTS:

- I. COMMITTEE REPORTS
 - <u>Architectural Committee</u>
 - <u>Community Services Committee</u>
 - Finance Committee
 - Administration Committee
 o Approve new members
- II. RECREATION REPORT
- III. COMMUNITY MANAGER'S REPORT

UNFINISHED BUSINESS

NEW BUSINESS

- 1. Revisions to Specification 3_12, "To Install Back Door Awnings"
- 2. Revisions to Specification 3_5, "To Install/Replace Storm Doors With or Without Retractable Screen"
- 3. Revisions to Specification 2_1, "Portico Enclosures"
- 4. Present Specification 2_10a, "Window Modification Garden Window"
- 5. Present Specification 2_10b, "Window Modification Double Hung Windows"

The next open Board meeting will be held on Wednesday, January 3, 2024 at 1:00 PM in the auditorium at Willow Hall. The Audit meeting will be held on January 24, 2024 at 7:00 PM in the auditorium at Willow Hall.

ADJOURN OPEN MEETING

(Barbara Owens) (Michael Morizio) (Charles Corvo) (Mary Rose McCarthy)

(Mary Lighthipe)

(Jim Snyder)

AGENDA

LVWA BOARD OF TRUSTEE MEETING WEDNESDAY, DECEMBER 6, 2023 at 7:00 PM WILLOW HALL

RESIDENT COMMENTS PERIOD:

- ★ Rules of Public Comment and Participation in the Open Forum are as follows;
 - In general, residents' questions and comments should be addressed to the interest of all residents. For resolution of personal or maintenance issues, contact the Department Manager and, if necessary, the Community Manager.
 - The Open Forum is not a debating time or a time to cross-examine our neighbors serving as Trustees.
 - This is an opportunity for residents to be heard but everyone is to stay civil and use respectful language while also avoiding personal attacks.
 - The Open Forum will be limited to one-hour but may end sooner if only a few residents address the Board.
 - Residents may make a comment or ask a question and will be allowed three-minutes to do so, there will be a two-minute comment or answer, if necessary, from the Board of Trustees and a one-minute follow-up question allowed by the resident.
 - Maximum two times at the podium.
 - If a resident was unable to ask a question or make a comment, the Board may be emailed at bot@lvwa.net. Emails will be reviewed at a Board of Trustee workshop meeting. Statements and opinions of village wide significance will periodically be addressed at an Open Board of Trustee Meeting and/or in the Manager's Corner of the LVW News Magazine.

LEISURE VILLAGE WEST BOARD OF TRUSTEE MEETING

The meeting was called to order at 1:00 PM by Board President, Fay Weinstein with the Pledge of Allegiance.

PRESENT: <u>Trustees</u>: Present were President - Fay Weinstein, Vice President - Wayne Steinman, Treasurer - Eugene Murphy, Secretary - Steven Leslierandal, Trustee - Charles Lupo, Trustee - Al DAmato and Trustee - Ivan Gilbert.

<u>Management Staff</u>: Present were Community Manager – Jim Snyder, Accounting Administrator – Michelle Lampard and Recreation Director – Mary Lighthipe.

<u>APPEARANCES</u>: Steve Poole, CEO at Century 21, Solid Gold Realty, L.L.C. and Rosa Cavallaro, Realtor at Century 21 introduced themselves to LVW residents as they are the new tenants in the commercial property located at 3B Buckingham Drive. (Left meeting at 1:06 PM)

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

S. Leslierandal moved to waive the reading of the minutes. W. Steinman seconded. All were in favor. Motion carried.

S. Leslierandal moved to approve the October 4, 2023 minutes as amended. W. Steinman seconded. There was no discussion and a vote was called. All were in favor. Motion carried.

A.DAmato moved to contract with Crystal Blue Pools to install a new hot tub and stairs for a cost of \$85,950.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. C. Lupo seconded. H. Height, I.T and Facilities Manager provided a presentation with pictures of the proposed hot tub for Club Encore. There were questions from the audience. A vote was called and all were in favor. Motion carried.

W. Steinman moved to approve the Community Manager's contract. S. Leslierandal seconded. There was no discussion and a vote was called.

S. Leslierandal – Yes E. Murphy – Yes W. Steinman – Yes I. Gilbert – No A.DAmato – No C. Lupo – Yes F. Weinstein – Yes

Motion carried.

PRESENTATION OF REPORTS:

COMMITTEE REPORTS:

B. Owens, Chairperson, gave a report for the Architectural Committee. The Board announced the approval of David De Fabiis as a member to the Architectural Committee.

M. Morizio, Chairperson, gave a report for the Community Services Committee. The Board announced the approve of Elizabeth Farrell and Joan Tischler as new members of the Welcome Committee.

C. Corvo, Chairperson, gave a report for the Finance Committee.

M R. McCarthy, Chairperson, gave a report for the Administration Committee.

M. Lighthipe gave a report for Recreation. She also provided a Bingo report for the month of October.

COMMUNITY MANAGER'S REPORT: (J. Snyder)

An update regarding paving in Yorkshire and Sterling was provided.

He **announced** that the Grounds Manager is no longer employed with LVW and interviews for the position are taking place.

The hanging heaters in the **Mechanics shop** are in need of replacement. They are no longer functioning properly. Management went out to bid for new units. The quotes are as follows:

Vendor	Brand/Model	Price
AC Wholesalers	2- Modine PDP 200,000 BTU unit heaters Model: PDP200AE018	\$3,581.75
Home Depot	2- Modine PDP 200,000 BTU unit heaters Model: PDP200AE018	\$3,806.83
Supply House	2- Modine PDP 200,000 BTU unit heaters Model: PDP200AE018	\$3,776.70
Amazon	2- Modine PDP 200,000 BTU unit heaters Model: PDP200AE018	\$6,163.58

Management is recommending to purchase the above equipment from AC Wholesalers for \$3,581.75. This will be installed in-house. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. S. Leslierandal moved to approve the purchase of two (2) Modine PDP 200,000 BTU unit heaters from AC Wholesalers for a cost of \$3,581.75. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. W. Steinman seconded. There was no discussion and a vote was called. All were in favor. Motion carried.

The stage lights in the Auditorium at Willow Hall were recently upgraded. There are two existing programmable spot lights that still need to be replaced. Management consulted with a production lighting contractor, Hayden Production Services. They are recommending to replace the existing lighting fixtures with Cahuvet Rouge R1X Wash moving head LED wash lights. These will be compatible with the existing system and have all the functions the resident volunteers have been asking for. Management went out to bid on these lights. The quotes are as follows:

Vendor	Equipment	Price
Hayden Production Services	2-Rouge R1X Wash Lighting, clamps, and safety cables	\$2,619.75
B&H Audio Video	2-Rouge R1X Wash Lighting, clamps, and safety cables	\$2,849.82
Sweetwater	2-Rouge R1X Wash Lighting, clamps, and safety cables	\$2,876.70

Management is recommending purchasing two (2) Rouge R1X Wash Lighting, clamps, and safety cables from Hayden Productions Services for a cost of \$2,619.75 and to contract with Hayden Production Services to install, program, and focus the lights for a cost of \$1,572.72, total cost of \$4,192.50. This expense will be provided by account #3230 – Capital Replacement/Common Buildings. *I. Gilbert moved to approve the purchase of two (2) Rouge R1X Wash Lighting, clamps, and safety cables from Hayden Productions Services for a cost of \$2,619.75 and to contract with Hayden Production Services to install, program, and focus the lights for a cost of \$1,572.72, total cost of Services to install, program, and focus the lights for a cost of \$1,572.72, total cost of \$4,192.50. This expense will be*

provided by account #3230 – Capital Replacement/Common Buildings. S. Leslierandal seconded. There were questions from the audience. A vote was called and all were in favor. Motion carried.

Due to the deteriorating condition of the **roofs** and several leaks for five buildings (10 units), it has become necessary to add these replacement roofs to the 2023 roofing schedule. Management was anticipating adding these to the 2024 schedule; however, after several more leaks, replacing these roofs sooner rather than later has become necessary to avoid further damage. Management is recommending to add on five buildings (10 units) to the Siding Masters 2023 roofing contract for a total cost of \$67,283.20. The funds to meet this expense will be provided by account #3270 – Capital Replacement/Roofs. *S. Leslierandal moved to approve to add on five buildings (10 units) to the Siding Masters 2023 roofing contract for a total cost of \$67,283.20. The funds to meet this expense will be provided by account #3270 – Capital Replacement/Roofs. <i>W. Steinman seconded. There was a comment from the audience. A vote was called and all were in favor. Motion carried.*

In 2021, the concept of the **Cedar Shake Replacement Project** was presented, and the Board approved the concept and agreed to begin funding the project. At this point, Management is asking the Board to authorize the release of the funds needed to fund the project's fourth year. Completed to date: 138 of 472 units. *A.DAmato moved to approve releasing the funds for year four of the Cedar Shake Replacement Project, cost not to exceed \$100,000.00. This expense will be provided by account #3292 – Capital Replacement/Exterior Restoration-Cedar Shakes. C. Lupo seconded. There was Board discussion and then a vote was called. All were in favor. Motion carried.*

The PVC Trim Project is entering its seventh year. Management continues to anticipate completing 50 units a year. To date, 300 of the 710 units have been completed. Management is requesting the Board release the funds for year seven of the project. The estimated expense for 50 units is \$9,400.00 per unit, totaling \$470,000.00. The funds to meet this expense will be provided by account #3291 – Capital Replacement/Exterior Restoration-PVC Trim. W. Steinman moved to approve the estimated expense for the PVC Trim project on 50 units at a cost of \$9,400.00 per unit, totaling \$470,000.00. The funds to meet this expense will be provided by account #3291 – Capital Replacement/Exterior Restoration-PVC Trim. There were questions from the audience. A vote was called and all were in favor. Motion carried.

The Board adopted and implemented the **Common Area Lighting project** and agreed to begin funding the seven-year project. At this point, year two has been completed and Management is requesting the Board to authorize the release of the funds to purchase the materials needed to begin the project's third year at a cost not to exceed \$50,082.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. The following has been completed so far; Year 1: 75 Street Post Lights. Year 2: Upgraded 135 Street Post Lights. Year 3: Upgrade 134 Street Post Lights. *C. Lupo moved to approve releasing the funds for year three of the Common Area Lighting project at a cost not to exceed \$50,082.00. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. E. Murphy seconded. There was a question from the audience. A vote was called and all were in favor. Motion carried.*

As the completion of this year's **parking project**, there is a need to line and number the parking spaces on Yorkshire Court and Sterling Street. Management went out to bid for the striping and numbering of 78 spaces. The following are bids received;

Contractor	Price
Liberty Lines and Coating	\$1,791.83
Jersey Shore Line Striping	\$1,871.27
Traffic Lines Inc.	Job too small
	Did not return
Straight Edge	bid

Management is recommending to hire Liberty Lines & Seal Coating to paint the needed parking space lines and numbers on Yorkshire Court and Sterling Street for a cost of \$1,791.83. This expense will be provided by account #3290 – Capital Replacement/Roads. *E. Murphy moved to contract with Liberty Lines & Seal Coating to paint the needed parking space lines and numbers on Yorkshire Court and*

LEISURE VILLAGE WEST BOARD OF TRUSTEE MEETING

Sterling Street for a cost of \$1,791.83. This expense will be provided by account #3290 – Capital Replacement/Roads. S. Leslierandal seconded. There was no discussion and a vote was called. All were in favor. Motion carried.

The **Bocce Court Replacement project** is nearing completion. To date, the construction of the courts has been completed. The Board has approved phase two of the project, and it is now time to seek approval for the final stage of the project, which consists of the following; Shade structure extensions w/soffit and PVC, lighting and electric, permits and drawings, finishing cement work, and needed equipment.

2	\$38,400.00	LVW
1	#4 500 00	
	\$1,500.00	LVW
1	\$6,824.00	LVW
1	\$4,500.00	LVW
6	\$959.31	LVW
6	\$966.02	LVW
6	\$327.42	Bocce Club
12	\$1,364.27	Bocce Club
6	\$77.00	Bocce Club
1	\$43.98	Bocce Club
6	\$77.00	Bocce Club
1	\$190.86	Bocce Club
	\$55,229.86 (\$2,080.53) \$53,149.33	í.
	6 6 12 6 1	1 \$6,824.00 1 \$4,500.00 6 \$959.31 6 \$966.02 6 \$327.42 12 \$1,364.27 6 \$77.00 1 \$43.98 6 \$77.00 1 \$43.98 6 \$77.00 1 \$190.86 \$55,229.86 (\$2,080.53)

Management is recommending approving the following expenditures: Siding Masters to construct the two end shade extensions and install soffits for a cost not to exceed \$38,400.00, Manchester Township for a cost of \$1,500.00, Curry Electric to install the lighting and electric of a cost of \$6,824.00, In-house cement work for a cost of \$4,500.00, purchase of bocce balls from boccesupplies.com for a cost of \$959.31, and score boards from payaboule.com for a cost of \$966.02, at a total cost of \$53,149.33. The funds to meet this expense will be provided by account #3230 – Capital Replacement/Common Buildings. *E. Murphy moved to approve the expenditures for the final phase of Bocce; Siding Masters to construct the two end shade extensions and install soffits for a cost not to exceed \$38,400.00, Manchester Township for a cost of \$1,500.00, Curry Electric to install the lighting and electric for a cost of \$6,824.00, In-house cement work for a cost of \$4,500.00, purchase bocce balls from boccesupplies.com for a cost of \$959.31, and score boards from playaboule.com for a cost of \$966.02, at a total cost of \$6,824.00, In-house cement work for a cost of \$4,500.00, purchase bocce balls from boccesupplies.com for a cost of \$959.31, and score boards from playaboule.com for a cost of \$966.02, at a total cost of \$6,824.00, In-house cement this expense will be provided by account #3230 – Capital Replacement/Common Buildings. C. Lupo seconded. There were questions from the audience. A vote was called.*

> I.Gilbert – Abstain A.DAmato – Yes C.Lupo – Yes S. Leslierandal – Yes E. Murphy – Yes W. Steinman – Yes F. Weinstein – Yes

Motion carried.

LEISURE VILLAGE WEST BOARD OF TRUSTEE MEETING

Residents are reminded to limit the display of **Holiday** decorations to one month prior to the holiday and should be removed within two weeks following the event. It is requested that for the safety of the Village, decorations not be placed on common areas. (There were audience comments) *The Board agreed to suspend the rule for Holiday Decorations this year and allow the decorations for Christmas to be installed and turned on as early as Thanksgiving Day.*

The Board will begin a trial for **Holiday parking**. Visitors will be allowed to park on the street overnight with a permit from the Association office from Wednesday, November 22nd through Sunday, November 26th. Permits may be obtained at the Association office from Monday, November 20th until Wednesday, November 22nd. Visitors are not allowed to park on the sidewalks and must park on one side of the street. Future plans on parking will be announced.

There will be no **trash pickup** on Friday, November 10th for Veterans Day. There will be a dumpster available by the Maintenance Department. No bulk items are allowed to be disposed of in or at the dumpster.

UNFINISHED BUSINESS:

- 1. The revisions regarding the Rules Governing Clubs and Groups were presented as attached to the agenda. The Board will vote on this at the next open Board meeting on December 6, 2023.
- 2. The revisions regarding the Election Signs Policy were presented as attached to the agenda. The Board will vote on this at the next open Board meeting on December 6, 2023.
- 3. J. Snyder presented the final costs regarding the sale of a unit by the Association.
- 4. W. Steinman moved to approve the lease addendum for Pinnacle Federal Credit Union. E. Murphy seconded. There was no discussion and a vote was called. All were favor. Motion carried.

NEW BUSINESS:

1. The solar data report for FYE 09/30/23 was presented as attached to the agenda.

Copies of the legal fees for FYE 9/30/23 were available at the open Board meeting. This will be posted on Frontsteps and in the next LVW magazine.

F. Weinstein stated that the LGBTQ+ will honor LVW's Most Senior Residents (90 years and older) with a luncheon on November 18, 2023 at 12:00 PM.

The next open Board meeting will be held on Wednesday, December 6, 2023 at 7:00 PM in the auditorium at Willow Hall.

There being no further business, the Board meeting adjourned at approximately 3:13 PM.

Samantha Bowker Administrative Assistant

Steven Leslierandal Board Secretary

Approved: PENDING

LEISURE VILLAGE WEST RULES GOVERNING CLUBS AND GROUPS 9/14/23

The Recreation Director must officially recognize a Club/Group to be entitled to reserve rooms and equipment for meetings and other events, use the parking lot for bus trips, publicize events in the Leisure Village West News, FRONTSTEPS, Creeper and bulletin boards. These are the rules for obtaining official recognition and functioning as a recognized Club/Group in Leisure Village West.

- 1. Application: Application forms for recognition shall be submitted to the Recreation Director. Each application must state the purpose, value, and type of Club/Group and affirm that no other Club/Group of the same kind presently exists. Upon review and recommendation by the Community Services Committee, the Recreation Director will grant or deny the application.
- 2. Qualification for Membership: Only residents of Leisure Village West shall be entitled to be members of any Club/Group.
- 3. Clubs: Clubs provide bylaws that constitute rules to be followed by its members, including four or more officers including a Treasurer. May run traditional fundraisers/special events and out-of-village trips. May conduct open and closed meetings at their discretion. May invite guest speakers/ entertainers subject to LVW's general rules and policies. Non-residents are only permitted to attend a Special Event or Fundraiser when an admission fee is charged.
 - i. Clubs shall be entitled to one scheduled primary meeting date per month. Clubs with a stated goal of conducting weekly meetings may conduct up to three additional meetings per month following the rules governing their organization. The number of weekly meetings may be reduced if and when demand exceeds available space.
 - ii. Clubs shall submit a list of current officers and an annual calendar of regularly scheduled primary meeting dates, Board meeting dates, and fundraiser/special events for the calendar year. Fundraisers must be identified when submitting the annual calendar. Requests must be approved by the Recreation Director and will be based on the availability of the facilities. Annual calendars should be submitted no later than December 1, to be included on the calendar for the following year. (Forms are available at the Recreation Office and on FRONTSTEPS.)
 - iii. Clubs wishing to use the facilities for Special Events/Fundraisers will be limited to four (4) events per year, two (2) on their scheduled meeting date and two (2) on alternate dates based on availability. A Special Event/Fundraiser is one in which admission is charged or a donation is requested, such as, but not limited to, dances, picnics, card parties, fashion shows, musical venues, out-of-village luncheons, dinners, and trips. The Dance Club may hold four (4) Open Dances/Fundraiser Events with non-resident guests and six (6) Social Dances with residents only.
 - iv. Clubs must schedule out-of-village trips with the Recreation Department before making a firm commitment with a bus company. Trips are limited to (4) four per year two (2) of which may be multi-day trips. The Travel Club is exempt from this rule and is permitted to conduct a reasonable number of multi-day trips as approved by the

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Recreation Director. The bus company must provide a Certificate of Insurance which the club will submit to the Recreation Department before the trip's departure. Clubs are not permitted to conduct Casino trips. Casino trips are under the jurisdiction of the Recreation Department.

- v. Each Club is required to be aware of the applicable legal, tax, and community-specific requirements that the Club complies with such requirements. Each Club should consult with legal and tax counsel, as it deems appropriate. Clubs that meet monthly are required to give a quarterly financial report at the business portion of the meeting. Clubs that meet less frequently will be required to give a financial report as close as possible to a fiscal quarter. Financial reports should not be posted on social media.
- vi. The Club's bylaws will include provisions for the distribution of the treasury should the Club disband. The provision must include that not less than fifty percent (50%) of the distribution be appropriated back to the Recreation Department. National Organizations are exempt.
- vii. Clubs must obtain a Social Affair Permit whenever alcohol is to be <u>served</u> at a Club function. This includes beer and wine. Permits are obtained from the Township and then forwarded to the State for approval. The approval process may take several months. B.Y.O.B. is permitted at club functions and may be advertised as such.
- viii. All Clubs are required to have a State Registration Certificate ID and Township License when holding a 50/50, gift raffle or lottery ticket raffle. The State will issue a Registration Certificate ID# for a nominal cost to the Club. The Registration Certificate number is valid for two years. Once the Registration Certificate ID# is received, the Club should apply for an annual license through Manchester Township. The Township requires Clubs to list the dates of all 50/50 raffles. Clubs may apply separately for any special raffle event. The Club's raffle license must be clearly displayed during all raffle sales. A copy of the raffle license must be filed with the Recreation Department.
- 4. Groups: Must declare specific goals, a common interest, or a mutual desire to share knowledge.
 - Groups may not collect dues or have any other financial transactions.
 - ii. Provide simple bylaws or a document that constitutes rules to be followed by participants.
 - iii. Provide one or more contact persons.
 - iv. Meeting space will be provided based on the number of participants and the availability of facilities.
 - iv. Fundraising and raffle events are not permitted.

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5. General Rules:

Advertising flyers for display in plastic wall bins shall be limited to 8 ¹/2" x 11." Posters used at ticket sales conducted in lobbies shall not exceed 16" x 20." Approval by Recreation Department shall be obtained before posting. Ticket sales in the lobby must be preapproved by the Recreation Director and the Club in session on the day of the sale.

All LVW audio/visual equipment must be operated by a person certified as qualified by the Recreation Department, Video training on audio/visual equipment will be made available. At least one member from each club should be certified in A/V operations. If a Club/Group cannot provide a certified operator, the equipment will not be made available. All equipment must be returned in the condition it was received. The Club/Group shall be responsible for the cost of repairs. The above shall be strictly adhered to or future use will be denied.

The Recreation Director will be responsible for scheduling the use of buildings, rooms, patios, and equipment. All schedules are subject to change based on space availability. Kitchen use will be limited to meeting dates and scheduled special events. It is the responsibility of the Club/Group to ensure the facilities are left clean and in good condition following their meeting/event. If a private caterer is used, a Certificate of Insurance for the vendor must be received by the Recreation Director no later than 7 days before the event.

Association and Recreation sponsored events shall have priority for all room reservations and dates. Clubs' and Groups' approvals shall then be subject to the following hierarchy: Clubs will always have priority, followed by groups.

Club and Group articles in the LVW News magazine will be based on available space and first, come status in accordance with the previously stated hierarchy. Creeper Channel notices are subject to the existing rules in accordance with the Recreation Department's established procedures. Clubs and groups are encouraged to advertise on FRONTSTEPS. No Club or Group is to place articles in outside publications that reference any upcoming or future events.

In the event there is a conflict between Clubs/Groups with no mutual resolution, the matter shall then be referred to the Recreation Director and the Community Services Committee to review the matter. The Director and the Community Services Committee shall conduct a hearing with the disputants to resolve the dispute. In the event of an impasse, the Recreation Director shall communicate the final disposition.

If a Club/Group does not comply with these rules, they will forfeit their right to function in Leisure Village West and all privileges shall be revoked.

If there is a conflict between these rules and any Club's governing documents, these rules shall prevail.

DISCLAIMER: The Leisure Village West Association, Inc. does not review, oversee, maintain, manage, insure, protect, or guarantee the finances of any organization. Full responsibility for the management of all Club and/or Group funds lies with the individual club or group and its officers.

Furthermore, Leisure Village West Association, Inc. does not plan, supervise or endorse any Club activities or events and is not responsible for any damage or injury of any kind that occurs at or results from any Club activities or events. Any person who participates in any Club activity or event does so at his or her own risk.

Adopted by BOT: Revised: July 5, 2000 July 3, 2002 July 18, 2007 April 7, 2010 June 5, 2013 November 5, 2014 July 19, 2017 December 5, 2018 May 1, 2019 January 6, 2021 August 4, 2021 PENDING

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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.

- 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) <u>Definitions:</u>
 - (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.
 - (b) Open seat the number of seats to be filled on the Board of Trustees.



3) Installation

- (a) Size and Type
 - (i) Dimensions shall be no greater than 24-inches in width and 18inches in height. Only non-illuminated signs may be installed, and no additional lighting may be added.

(b) Number of Signs

- (i) For any elections other than Trustee elections of LVW, no more than two signs may be DISPLAYED by the owner at the unit.
- (ii) For elections of Trustees of LVW only, no more than one election sign per "Open Seat" may be DISPLAYED by the owner at the unit.

(c) Location

- (i) For any election other than Trustee elections of LVW, Nono more than two election signs may be installed by the owner at the unit. These may include two in windows or two in the fivefoot 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 on a door on a car parked in the driveway.
- (i) For elections of Trustees of LVW ONLY, no more than one election sign per open seat may be installed by the owner at the unit. These are to include any combination of signs in a window, the five-foot area, and a car parked in the driveway equal to the number of open seats.
- (ii)(iii) 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)(iv) 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)(v) There shall be no penetrations or attachment to exterior surfaces of the unit or building.
- (v)(vi) 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)(vii) 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.

(d) Duration

 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 Amended: PENDING

LEISURE VILLAGE WEST MANCHESTER, NEW JERSEY

SPECIFICATION NO. 3_12 BACK DOOR AWNING

SPECIFICATION TO INSTALL BACK DOOR AWNINGS AND/OR ANY SUBSEQUENT REPAIRS OR REPLACEMENT

<u>GENERAL</u>

Awnings are fixed (NOT retractable) and can ONLY be installed over the **back door of a unit**. If the back door is a double slider or a door with sides, the awning may be installed over the entire double door. Note that no gas, propane, or charcoal grill shall be used under the back door awning.

LVW permit is required. Tenants must have written approval from owner. The responsibility of the installation, maintenance, and removal of the awning is that of the unit owner or subsequent owner and not the Leisure Village West Association. The awning must be maintained regularly and replaced or removed when damaged or aged beyond its life cycle.

MATERIALS and COLOR

Awning must be fixed white aluminum with white metal. See sample below:



INSTALLATION

Back door mounted installations ONLY. A diagram with the location should be submitted when applying for the permit. The back door awning must be installed by an insured contractor per the manufacturer's awning installation instructions.

The resident shall notify the Architectural Division Inspector (name and phone number shown on face of permit) when the installation is completed.

INSTALLER

Since improper choice of product or improper installation can result in structural damage to a unit and neighboring units, the Association requires all back door awnings to be installed by professional contractors. Back door awning installation must be made by a contractor who is registered with the Division of Consumer Affairs. The Contractor shall furnish the Leisure Village West Association Office with a current certificate of insurance before the resident 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

THE UNIT OWNER IS RESPONSIBLE FOR THE REPAIR OF DAMAGE TO THE ROOF OR OUTSIDE STRUCTURAL COMPONENTS SUCH AS FASCIA BOARDS AND GUTTERS OF THE UNIT OR ANY NEIGHBORING UNIT RESULTING FROM WIND-DRIVEN UNCONTROLLED MOVEMENT OF AN AWNING ATTACHED TO THE UNIT.

LEISURE VILLAGE WEST MANCHESTER, NEW JERSEY

TERMS & CONDITIONS

PERTAINING TO APPLICATION FOR PERMIT TO INSTALL IMPROVEMENTS

PERMISSION TO INSTALL IMPROVEMENTS SHALL BE LIMITED TO THE ITEMS SPECIFICALLY SET FORTH AND IS GRANTED UPON THE FOLLOWING CONDITIONS, VIOLATIONS OF WHICH SHALL BE GROUNDS FOR RESCINDING OR REVOKING THE PERMISSION GRANTED.

- 1:1. The specified improvements shall be located as shown on the plan or diagram or specification attached as an essential element of the permit.
- 1:2. Any work performed in a resident's unit or on the common area, including foundation planting beds outside the unit, be subject to all State laws, Municipal ordinances, and Association regulations.
- 3. 3. If any work, installation, or improvement, whether approved or unapproved, causes any damage to any Unit, the General Common Elements, or Limited Common Elements, the Unit Owner(s) associated with the work/improvement shall be solely responsible for the same. By installation of any improvement, whether approved or unapproved, the Unit Owner(s) agree, for themselves and for their successors and assigns, to indemnify, defend and, hold the Association harmless with respect to any claim, damage, or any injury to any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
- 4. any person or thing related to the Improvement and/or the Installation, modification, maintenance, use or removal of the improvement.
- 4:5. By the execution and acceptance of this permit and its terms and conditions the resident understands that the installation, when completed, and then forming a part of the Common area, will not be insured by the Leisure Village West Association against, any loss or for any Indemnification.
- 5:6. The resident owner acknowledges that the responsibility to repair and maintain said improvement rests solely with the resident and does not and will not be the responsibility of the Leisure Village West Association.
- 6:7. All work will be subject to inspection by Lelsure Village West Association.¹ The resident together with the contractor or workman will be responsible for any deviations from the approved permit and will be required to make any necessary corrections at the resident's expense.
- 7:8. Work Improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. From from Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
- 8:9. For the protection of the resident and the Leisure Village West Association, it is recommended that services be performed by an approved contractor, with proper insurance coverage.

RESIDENT - Please keep this for your records

The inspection is for the sole purpose of verifying the Owner's compliance with the plans, diagram and/or specifications and is not intended to warrant the quality, correctness or compliance with contracts or codes of any work performed. The Association accepts no liability should the installation be improperly installed or if the installation causes damage to the unit, another unit, or the common elements.

SPECIFICATION NO. 3 _ 5 STORM DOORS

SPECIFICATION TO INSTALL/ REPLACE STORM DOORS WITH OR WITHOUT RETRACTABLE SCREEN

MATERIALS

Replacement shall be heavy duty aluminum construction. The hardware (handle, lock, hinges, kick plate) shall be black or white enamel, nickel, or brass.

COLOR

The color shall be brown or white.

STYLE - STORM DOOR

Acceptable door styles include: full or partial view, self-storing or removable glass panel, full or partial view jalousie. The glass must be clear, no frosted, decorative, or stained-glass panels are permitted. Decorative metallic inserts are not permitted. The retractable screen on the front door is within the window. Screen doors (doors without glass panels) are not permitted for the front door. See samples below:



STYLE - RETRACTABLE SCREEN - BACK DOOR ONLY

Acceptable retractable screens must have a metal door matching the trim color of the back door. The retractable screen must have a low threshold track on which the retractable screen slides. See sample below:



INSTALLATION

It is recommended that the storm door or retractable screen installation must be made by a licensed contractor who is registered with the Division of Consumer Affairs. The Contractor shall furnish the Leisure Village West Association Office with a current certificate of insurance before the resident can apply for a permit and before any work can begin.

The resident shall notify the Physical Plant DivisionArchitectural Committee Volunteer (name and phone number shown on face of permit) when the installation is completed.

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

RESPONSIBILITY FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OF THIS IMPROVEMENT IS THAT OF THE UNIT OWNER, OR SUBSEQUENT OWNER, AND NOT THE LEISURE VILLAGE WEST ASSOCIATION.

Approved: 10/3/08 Revised: 5/1/19

TERMS & CONDITIONS PERTAINING TO APPLICATION FOR PERMIT TO INSTALL IMPROVEMENTS

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- 2. Any work performed in a resident's unit or on the common area, including foundation planting beds outside the unit, be subject to all State laws, Municipal ordinances and Association regulations.
- 3. 3. If any work, installation or improvement, whether approved or unapproved, causes any damage to any Unit, the General Common Elements, or Limited Common Elements, the Unit Owner(s) associated with the work/improvement shall be solely responsible for the same. By installation of any improvement, whether approved or unapproved, the Unit Owner(s) agree, for themselves and for their successors and assigns, to indemnify, defend and, hold the Association harmless with respect to any claim, damage or any injury to any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
- 4. any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
- 5. By the execution and acceptance of this permit and its terms and conditions the resident understands that the installation, when completed, and then forming a part of the Common area, will not be insured by the Leisure Village West Association against, any loss or for any Indemnification.
- 6. The resident owner acknowledges that the responsibility to repair and maintain said improvement rests solely with the resident and does not and will not be the responsibility of the Leisure Village West Association.
- 7. All work will be subject to inspection by Leisure Village West Association.¹ The resident together with the contractor or workman will be responsible for any deviations from the approved permit and will be required to make any necessary corrections at the resident's expense.
- 8. Work improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. Ffrom Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
- 9. For the protection of the resident and the Leisure Village West Association, it is recommended that services be performed by an approved contractor, with proper insurance coverage.

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Approved: 10/3/08 Revised: 5/1/19

SPECIFICATION NO. 2_1

SPECIFICATION FOR PORTICO ENCLOSURES

THIS MODIFICATION IS PERMITTED ONLY IN THE FOLLOWING MODELS: (2008) REQUIRES MANCHESTER PERMIT

MODEL

Approx. Portico Dimensions

Blair
Oxford
Stratford
Wheaton
Roxy
Savoy
Ritz
Pickford (Plan A or B only)
Waldorf
Waldorf Patio door recess

18'-9" x 4'-9" 18'-6" x 6'-5" 9'-7" x 6'-5" 20'-6" x 4'-6" 16'-6" x 5'-7" Offset 8'-3" 14'-9" x 14'-0" 17'-7" x 5'-3" 13'-2" x 7'-6" (existing portico roof) 11'-9" x 7'-7" 9'-6" x 2'-7" Option B only

SPECIFICATION

OPTION A: Screen and Glass Portico Enclosure

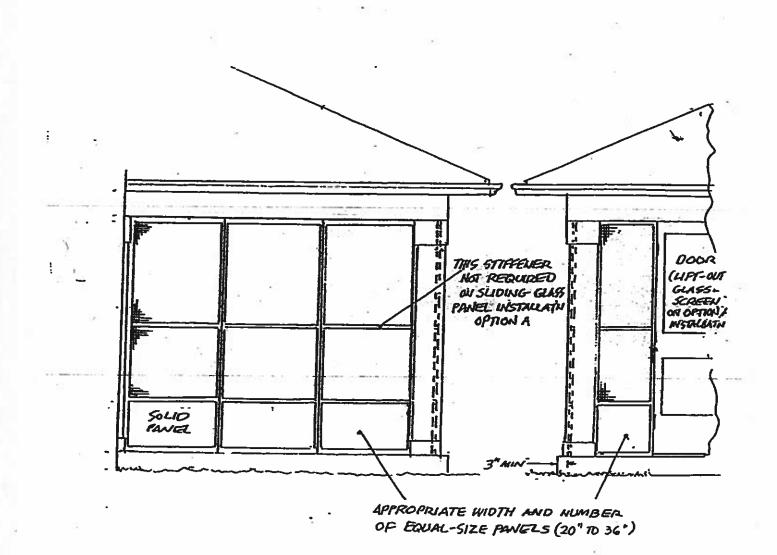
- Prefabricated and baked enamel prefinished aluminum or composite material with solid core panels and frames: Armaclad or equivalent manufacture. May be sliding removable glass panels with fixed screens, or lift-out interchangeable glass and screen panels, the glass panels fitted with suitable weather-stripping. A minimum 18" high fixed cored aluminum or composite material kickplate must be provided. Sheet plastic in lieu of glass is not permitted, and jalousie type glass is not permitted.
- 2. Installation to be between posts and at least 3" in from edge of floor slab and securely fastened to posts, slab, and header. Door should swing out and be equipped with self-closer.
- 3. Color shall match that of the trim, or white.

OPTION B: Screens Only Portico Enclosure

- 1. May be prefabricated, as Armaclad or equivalent, or may be on-job assembled from stock materials, but must be aluminum panels and 1"w x 2" d frames with solid cores, with minimum 18" high kickplate, and a stiffening horizontal member approximately centered vertically across the screened area of each frame and the door.
- 2. Installation and color same as Option A.

RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF THE ENCLOSURE IS THAT OF THE UNIT OWNER OR SUBSEQUENT OWNER AND NOT THE LEISURE VILLAGE WEST ASSOCIATION.

SPECIFICATION FOR PORTICO ENCLOSURES



Page 2 of 2

Amended: August 17, 2010

TERMS & CONDITIONS

PERTAINING TO APPLICATION FOR PERMIT TO INSTALL IMPROVEMENTS

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- 2. Any work performed in a resident's unit or on the common area, including foundation planting beds outside the unit, be subject to all State laws, Municipal ordinances, and Association regulations.
- 3. If any work, installation, or improvement, whether approved or unapproved, causes any damage to any Unit, the General Common Elements, or Limited Common Elements, the Unit Owner(s) associated with the work/improvement shall be solely responsible for the same. By installation of any improvement, whether approved or unapproved, the Unit Owner(s) agree, for themselves and for their successors and assigns, to indemnify, defend and, hold the Association harmless with respect to any claim, damage or any injury to any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
- 4. By the execution and acceptance of this permit and its terms and conditions the resident understands that the installation, when completed, and then forming a part of the Common area, will not be insured by the Leisure Village West Association against, any loss or for any Indemnification.
- 5. The resident owner acknowledges that the responsibility to repair and maintain said improvement rests solely with the resident and does not and will not be the responsibility of the Leisure Village West Association.
- 6. All work will be subject to inspection by Leisure Village West Association.¹ The resident together with the contractor or workman will be responsible for any deviations from the approved permit and will be required to make any necessary corrections at the resident's expense.
- Work improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. from Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
- 8. For the protection of the resident and the Leisure Village West Association, it is recommended that services be performed by an approved contractor, with proper insurance coverage.

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SPECIFICATION NO. 2_10A

PERMIT REQUIRED Page 1 of 2 Trustee Approved: Date:

WINDOW MODIFICATION GARDEN WINDOW MODIFICATIONS

NOTE: ENCORE MODELS (Victoria, Pickford, Waldorf, Ritz, Savoy, Roxy) also require Specification 2_9 (SPECIFICATION FOR INSTALLATION OF NEW CONSTRUCTION WINDOWS)

NOTE: All other models also require Specification 2, 2

Color

The specification is planned to preserve uniformity of color and style for units under one roof and for individual models within different sections of the Village. As a rule, new construction must match the windows being replaced and maintain the exterior trim color.

<u>Window Grids</u>. Double hung windows may be installed with or without grids but must follow these guidelines. All windows, per unit side, must be matching either all with grids or all without.

Garden Windows

Garden windows are a 90-degree box shape, typically with the picture window in the center and casement windows on the sides having glass shelves.

Application for Permit to install improvements with drawing must conform to the LVW Association By-laws, Schedule B-Rules and Regulations (rev. 5-15-73) Item 7.

LEISURE VILLAGE WEST BY-LAWS SCHEDULE B-RULES & REGULATIONS, ITEM 7

No owner, lessee or occupant of any unit shall make any structural alteration in the interior or <u>any</u> <u>change on the exterior of such unit which would in any way alter the appearance of that unit</u>, or install or permit to be installed any wiring for electrical, telephone, radio, television, air conditioning or other equipment, machines or devices either within or extending through any wall or outside of his unit without first obtaining express written authority therefore from the Board of Trustees and then only in accordance with specifications approved by the Trustees. <u>With respect to any such proposed change which would alter or change the exterior appearance of the unit in any way, the Board of Trustees will not grant authority for such change or alteration until the Board of Trustees, through its agents or employees, obtains written evidence of the consent of all unit owners or occupants in direct visual line of sight of the subject unit. The Board of Trustees shall determine in its sole discretion whether the written consents obtained to an alteration or change include all the unit owners or occupants in direct visual line of sight of the subject unit.</u>

A permit for this improvement must be obtained from the LEISURE VILLAGE WEST ASSOCIATION and installation must conform to the New Jersey Uniform Construction Code.

INSTALLER

SPECIFICATION NO. 2_10A

Window installation must be made by a contractor who is <u>registered</u> with the <u>Division of Consumer Affairs</u>. 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 the above.

This building improvement Permit will be filed with the Ocean County Clerk's Office.

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.

TERMS & CONDITIONS

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- 3. If any work, installation, or improvement, whether approved or unapproved, causes any damage to any Unit, the General Common Elements, or Limited Common Elements, the Unit Owner(s) associated with the work/improvement shall be solely responsible for the same. By installation of any improvement, whether approved or unapproved, the Unit Owner(s) agree, for themselves and for their successors and assigns, to indemnify, defend and, hold the Association harmless with respect to any claim, damage or any injury to any person or thing related to the improvement and/or the installation, modification, maintenance, use or removal of the improvement.
- 4. By the execution and acceptance of this permit and its terms and conditions the resident understands that the installation, when completed, and then forming a part of the Common area, will not be insured by the Leisure Village West Association against, any loss or for any Indemnification.
- 5. The resident owner acknowledges that the responsibility to repair and maintain said improvement rests solely with the resident and does not and will not be the responsibility of the Leisure Village West Association.
- 6. All work will be subject to inspection by Leisure Village West Association.¹ The resident together with the contractor or workman will be responsible for any deviations from the approved permit and will be required to make any necessary corrections at the resident's expense.
- 7. Work improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. from Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
- 8. For the protection of the resident and the Leisure Village West Association, it is recommended that services be performed by an approved contractor, with proper insurance coverage.

RESIDENT - Please keep this for your records

The inspection is for the sole purpose of verifying the Owner's compliance with the plans, diagram and/or specifications and is not intended to warrant the quality, correctness or compliance with contracts or codes of any work performed. The Association accepts no liability should the installation be improperly installed or if the installation causes damage to the unit, another unit or the common elements.

SPECIFICATION NO. 2_10B WINDOW MODIFICATIONS DOUBLE HUNG MODIFICATIONS

PERMIT REQUIRED Page 1 of 2 Trustee Approved: Date:

WINDOW MODIFICATIONS DOUBLE HUNG WINDOW MODIFICATIONS

NOTE: Also requires Specification 2_2

<u>Color</u>

The specification is planned to preserve uniformity of color and style for units under one roof and for individual models within different sections of the Village. As a rule, new construction must match the windows being replaced and maintain the exterior trim color.

<u>Window Grids</u>. Double hung windows may be installed with or without grids but must follow these guidelines. All windows, per unit side, must be matching either all with grids or all without.

Double Hung Window Replacement with Sliders

Application for Permit to install improvements with drawing must conform to the LVW Association By-laws, Schedule B-Rules, and Regulations (rev. 5-15-73) Item 7.

LEISURE VILLAGE WEST BY-LAWS SCHEDULE B-RULES & REGULATIONS, ITEM 7

No owner, lessee or occupant of any unit shall make any structural alteration in the interior or <u>any</u> <u>change on the exterior of such unit which would in any way alter the appearance of that unit</u>, or install or permit to be installed any wiring for electrical, telephone, radio, television, air conditioning or other equipment, machines or devices either within or extending through any wall or outside of his unit without first obtaining express written authority therefore from the Board of Trustees and then only in accordance with specifications approved by the Trustees. With respect to any such proposed change which would alter or change the exterior appearance of the unit in any way, the Board of Trustees will not grant authority for such change or alteration until the Board of Trustees, through its agents or employees, obtains written evidence of the consent of all unit owners or occupants in direct visual line of sight of the subject unit. The Board of Trustees shall determine in its sole discretion whether the written consents obtained to an alteration or change include all of the unit owners or occupants in direct visual line of sight of the subject unit.

A permit for this improvement must be obtained from the LEISURE VILLAGE WEST ASSOCIATION and installation must conform to the New Jersey Uniform Construction Code.

Double hung windows <u>including units with a triple set of double hung windows</u> may be replaced by slider windows with or without grids to match the existing windows of the unit in color and style. The windows must be sized to the original window opening.

See more details in Specification 2_2

SPECIFICATION NO. 2_10B WINDOW MODIFICATIONS DOUBLE HUNG WINDOWS

PERMIT REQUIRED Page 2 of 2 Trustee Approved: Date:

DIMENSION & INSTALLATION

The installation guidelines must be observed - see more details in Specification 2_.

The unit owner shall notify the Permits & Inspection Division Volunteer (name and phone number show on face of PERMIT) when work has been completed.

INSTALLER

Window installation must be made by a contractor who is <u>registered</u> with the <u>Division of Consumer Affairs</u>. 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.

This building improvement Permit will be filed with the Ocean County Clerk's Office.

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TERMS & CONDITIONS

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- 7. Work improvements cannot be performed without approved permits from Leisure Village West Association and proper permits if required for Building, Electrical, Plumbing, etc. from Manchester Township Bureau of Inspections or County and be in compliance with all State laws and municipal ordinances.
- 8. For the protection of the resident and the Leisure Village West Association, it is recommended that services be performed by an approved contractor, with proper insurance coverage.

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