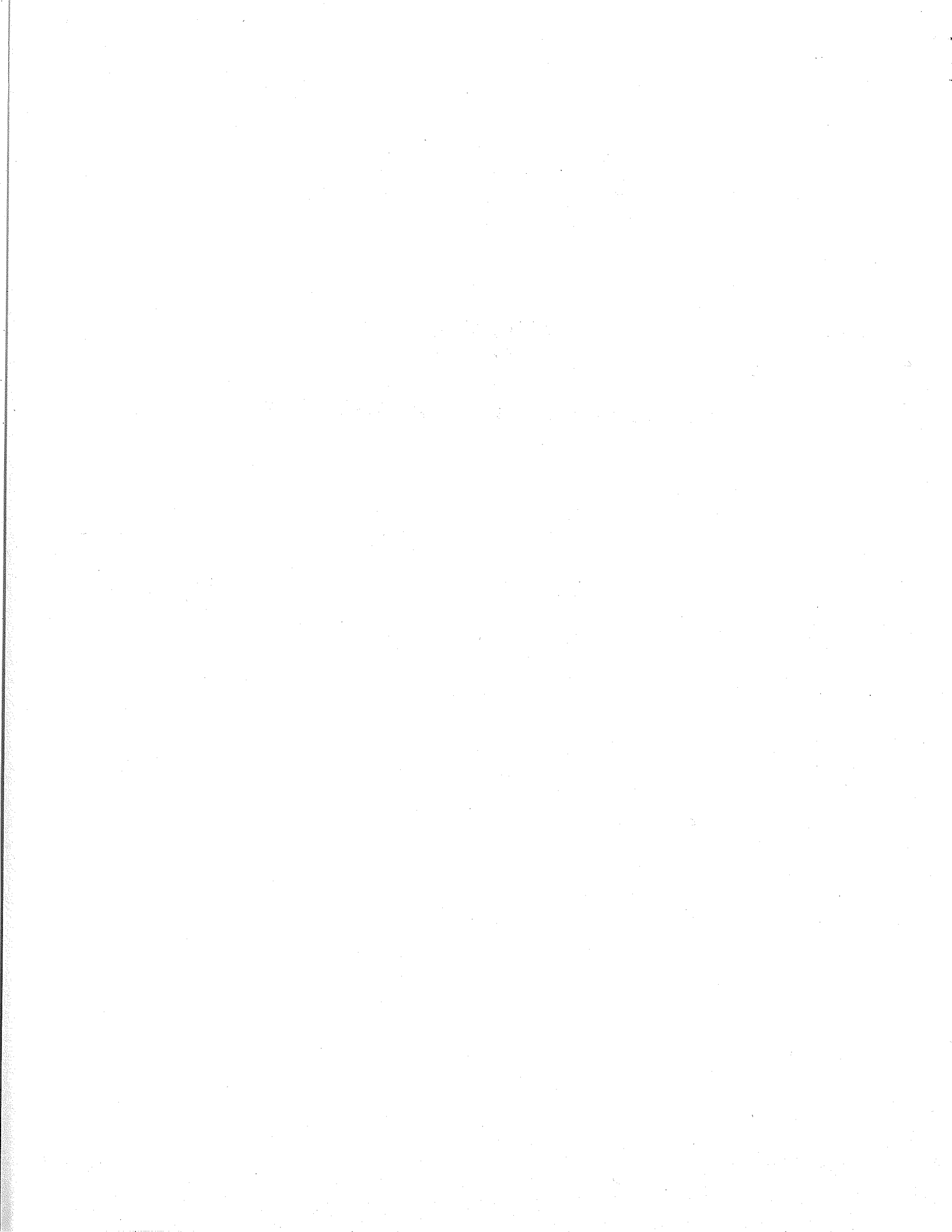


**BYLAWS  
OF  
LEISURE VILLAGE WEST ASSOCIATION**

Amended: May 15, 2000  
September 25, 2002

08/31/09



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**ARTICLE I**  
**APPLICABILITY, MEMBERS,**  
**MEMBERSHIP AND DEFINITIONS**

SECTION 1. These Bylaws shall be applicable to Leisure Village West Association, a non-profit corporation of the State of New Jersey, hereinafter defined, to the community and recreational facilities owned by the Association and to each Condominium which is now or may hereafter be created and declared as part of the Condominium known as Leisure Village West in Manchester Township, New Jersey, hereinafter referred to as the "Condominium."

SECTION 2. All present and future owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominiums, shall be subject to these Bylaws and to the rules and regulations issued by the Association to govern the conduct of its members. Ownership, rental or occupancy of any of the units in the Condominiums shall be conclusively deemed to mean that said owner, tenant or occupant has accepted and ratified these Bylaws and the rules and regulations of the Association and will comply with them.

SECTION 3. DEFINITIONS. Unless indicated otherwise, all definitions set forth in the Master Deeds of the Condominiums or in N.J.S. 46:8B-3, are incorporated herein by reference. Additionally, common definitions as used throughout these Bylaws are:

- (a) **"Association"** means Leisure Village West Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominiums and to maintain, repair and replace the general and limited common elements of the Condominiums as provided for in the Master Deeds and these Bylaws.
- (b) **"Board"** means the Board of Trustees of the Association, and any reference herein or in the Certificate of Incorporation, Master Deeds, Bylaws, or Rules or Regulations to any power, duty, right of approval or any other right of the Association shall refer to the Board and not to the membership of the Association, unless the context expressly indicates to the contrary.
- (c) **"Common elements"** means "general common elements" and "limited common elements", as defined in the Master Deeds of the Condominiums.
- (d) **"Common expenses"** means all those expenses anticipated by N.J.S. 46:8B-3(e), in addition to all expenses including reserves incurred or assessed by the Association, and/or its Trustees, officers, agents or employees, in the lawful performance of their duties and powers.



- (e) **"Eligible Mortgage Holder"** means any holder of a first mortgage on a Unit which has requested that the Association notify it of any proposed action that requires the consent of a specific percentage of Eligible Mortgage Holders.
- (f) **"Lease"** means any agreement for the leasing or rental of any unit in the Condominium.
- (g) **"Member"** means the owner or co-owners of a unit in any of the Condominiums, subject to Article I, Section 4 of these Bylaws.
- (h) **"Manager of the Association"** means one or more persons duly authorized by the Board of Trustees of the Association to act as its duly authorized representative for specified purposes.
- (i) **"Owner" or "Unit Owner"** means and refers to those persons or entities in whom record (fee simple) title to any unit is vested as shown in the records of the Ocean County Clerk, unless the context expressly indicates otherwise. This shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title to any such unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a "Unit Owner".
- (j) **"Permitted Mortgage"** means and refers to any first mortgage lien encumbering a Unit held by any Lender, or to a purchase money mortgage held by the seller of a Unit, or to any mortgage lien which is expressly subordinate to any existing or future Common Expense liens imposed against the Unit by the Association.
- (k) **"Rules and Regulations"** means those Rules and Regulations adopted by the Association, together with all future amendments or supplements thereto.
- (l) **"Unit"** means a part of the Condominium designated and intended for independent ownership and use, regardless of type, and shall not be deemed to include any part of the general common elements or limited common elements situated within or attached to a Unit, as defined in the Master Deeds for the Condominiums.
- (m) **"Membership Card"** means any form of identification provided by the Association to the members for membership identification
- (n) **"Special Ballot"** means voting by mail or any other alternate method approved by the Board of Trustees.
- (o) **"Associate Member"** means a tenant who does not own the unit in which he resides but has, through a lease agreement, the right to use the common elements as if he were a unit owner.
- (p) **"Member In Good Standing"** means a member shall be in good standing if, and only if, he has fully paid all installments due for assessments made or levied against him and his unit by the Association, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and his unit. Any date set forth in these Bylaws for determining good standing for voting purposes shall be deemed supplemental to and not in violation of the record date provisions of N.J.S. 15A:5-7.

SECTION 4. ASSOCIATION MEMBERSHIP. Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of units in the Condominium

In the event that a member shall mortgage his unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges, and obligations in the Association, including the right to vote in the affairs of the Association so that if the member should be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

SECTION 5. ASSOCIATE MEMBERS. Every person who is entitled to possession and occupancy of a Unit as a tenant or lessee of a Unit Owner (pursuant to the Master Deeds and these Bylaws) may be an associate member of the Association, but shall not be entitled to any vote with respect to Association matters unless the Unit Owner provides the Association with written consent permitting the tenant or lessee to exercise a vote. Official notification will be sent to these associate members. Associate members shall not be eligible for any Association office.

SECTION 6. LEASING OR RENTAL OF UNITS.

- 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 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 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.

SECTION 7. CHANGE OF MEMBERSHIP. Change of membership shall be accomplished by recording in the Ocean County Clerk's Office a deed or other instrument establishing record title to a unit, and delivering to the Secretary of the Association a certified copy of such instrument, together with such other sums of money as the Association may require for membership. Upon completion of the transfer, the

previous owner's membership shall terminate. Except as provided within these Bylaws, membership in the Association may not be assigned or transferred.

**SECTION 8. RIGHTS OF MEMBERSHIP.** Every person who is entitled to membership or associate membership in the Association, pursuant to the provisions of the Certificate of Incorporation, the Master Deeds and these Bylaws, may have the privilege of use and enjoyment of the general common elements, including use of the community and recreational facilities of the Association, subject, however, to the Association's right to:

- (a) promulgate rules and regulations governing such use and enjoyment;
- (b) suspend the use and enjoyment of the general common elements as provided in Section 9 of this Article; and
- (c) transfer all or part of the general common elements, other than any building in which any units are contained, as may be provided for within these Bylaws.

**SECTION 9. SUSPENSION OF RIGHTS.**

- A. The membership and voting rights of any member or associate member may be suspended by the Board for any period during which any type of assessment against the unit to which his membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his rights and privileges shall be restored within three Association working days.
- B. If Rules and Regulations governing the use of the common elements and the conduct of persons using the common elements have been adopted and published, as authorized in the Bylaws, the rights and privileges of any person violating such Rules & Regulations, or violating any non-monetary covenant of the Master Deeds, may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation. If the violation is of a continuing nature, privileges may be suspended indefinitely until the violation is abated. No such suspension shall be taken by the Board until the Unit Owner is afforded an opportunity for a hearing in accordance with due process [as outlined in the Residents' Handbook.]

**SECTION 10. ADMINISTRATIVE TRANSFER FEE**

A. Each unit owner shall pay to the Association upon acquisition of title to his Unit a nonrefundable and non-transferable fee in the amount as determined by the Association Board of Trustees. Payment of such fee shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale of subsequent transfer of title to a Unit.

B. Exceptions. A unit owner need not pay a condominium unit title transfer fee to the Association when the transfer of title:

- a. is from an owner to a spouse or co-owner of the same unit;

- b. immediately follows the sale of a unit by a unit owner at which time the owner purchases a different unit in the Community;
- c. is a transfer by reason of inheritance; or
- d. is from the unit owner to the Association.

C. Administrative fee for Lessors.

1. Upon the execution of any lease for any residential unit within the Community the Lessor/Owner shall pay to the Association within 10 calendar days, a non-refundable and non-transferable fee in the amount as determined by the Association Board of Trustees.

2. All lease agreements shall, in all respects, conform with the governing documents of the Leisure Village West Association and its constituent condominiums, including but not limited to the Master Deeds and Declarations of Restrictions and Protective Covenants, the By-Laws, Rules and Regulations and published policies. Unit owners must file a certified copy of the lease with the Association on or before 10 calendar days, before the commencement of the lease or occupancy.

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.

4. The Administrative fee shall be due and payable to the Association no later than 10 calendar days following the execution of the lease or commencement of the initial term, whichever occurs first. The Lessor/Unit owner's failure to pay the Administrative fee shall result in the filing of a lien against the unit in the sum as determined by the Board of Trustees, together with costs of filing and discharge, but not less than \$150.00 for the filing and discharge costs.

5. The Administrative Fee for Lessors shall not be charged or collected for any Lease or renewal of a lease, if the parties to the Lease are in direct lineal relationship, ascending or descending, but limited, however, to grandparent, parent and child.

SECTION 11. MEMBER IN GOOD STANDING. A member shall be in good standing if, and only if, he has fully paid all installments due for assessments made or levied against him and his unit by the Association, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and his unit. Any date set forth in these bylaws for determining good standing for voting purposes shall be deemed supplemental to and not in violation of the record date provisions of N.J.S. 15A:5-7.

SECTION 12. Tort Immunity. A civil action may be brought by or on behalf of a Unit Owner to respond in damages as a result of bodily injury to the Unit Owner occurring on the premises within the Leisure Village West Community. The Association shall, however, be immune from liability for bodily injury in such actions, unless a court of competent authority finds evidence of willful, wanton or grossly negligent acts or omissions by the Association.

## ARTICLE II PRINCIPAL OFFICE

SECTION 1. LOCATION OF PRINCIPAL OFFICE. The principal office of the Association shall be located at 959 Buckingham Drive, Manchester, New Jersey, and may be re-located at such other suitable and convenient place or places as shall be permitted by law and designated by the Board of Trustees.

## ARTICLE III MEETINGS OF MEMBERS; VOTING

SECTION 1. PLACE OF MEETINGS. All regular and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Trustees and designated in the notices of such meetings. All such meetings shall be open to all residents to attend.

SECTION 2. ANNUAL AND SPECIAL ASSOCIATION MEETINGS. There shall be an annual meeting of the members of the Association in January of each year.

SECTION 3. NOTICE OF MEETING. The Secretary shall provide notice of the annual and any special meetings of the Association to each member by means of LVW News, KLVW TV or creeper or by regular mail directed to the last known post office address as shown on the records of the Association. Such notice shall be given not less than 10 days nor more than 60 days before the date of such meeting and shall state the date, time and place of the meeting and the purpose. The Secretary shall notify members of the open Trustees' meetings by means of Leisure Village West Closed Circuit Television system on KLVW, Channel 12, or by such other means as may be determined by the Trustees.

SECTION 4. The President may call special meetings of the members whenever he deems such a meeting advisable. The Secretary may call a special meeting upon the order of the Board or upon the written request of members representing no less than Twenty (20%) Percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of the special meeting and the matter(s) proposed to be acted upon. Unless members representing at least Fifty (50%) Percent of all votes entitled to be cast requires such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon

at a meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole or absolute discretion of the Board.

SECTION 5. The Secretary shall mail notice of such special meeting to each member of the Association in the manner provided in Section 3 of this Article, except that a notice of such special meetings shall be mailed not less than 5 nor more than 20 days before the date fixed for such meetings. In lieu of mail notice as herein provided such notice may be delivered by hand to the members or left at their residence in their absence. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds of the members present, either in person or by proxy.

SECTION 6. Not less than 30 days prior to the date of any annual or special meeting of the Association, the Secretary shall compile and maintain at the principal office of the Association, an updated list of members and their last known post office addresses. Such list shall also show opposite each member's name the number of the unit owned by him. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days up to the date of such annual or special meeting. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

SECTION 7. VOTING IN GENERAL. Each member in good standing and entitled to vote shall be entitled to one (1) vote for the particular unit; provided that where a unit is owned jointly by two or more persons, the unit vote may be split equally between or among the co-owners. Split votes may only be cast on a special ballot form.

SECTION 8. QUORUM AND ADJOURNED MEETINGS. Except as otherwise provided in these bylaws, the presence in person or by special ballot of a majority of the members of the Association shall constitute a quorum at any annual or special meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by special ballot, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting originally called. Notice of a rescheduled or adjourned meeting shall be announced on KLVW and/or the Channel 12 Creeper, the LW News, the LVW Bulletin, time permitting.

SECTION 9. VOTING ON QUESTIONS. By resolution of the Board of Trustees, issues to be considered at any meeting, including but not limited to the election of Trustees, may be subject to a vote at the meeting or by a vote of the membership by ballot, on a day or dates established by the Board, notwithstanding whether or not a meeting is convened for the purpose of voting on the issue or question to be considered. Votes on all issues presented at meetings may be cast either in person or

by special ballot. Ballots must be in writing on forms prescribed by the Secretary and presented at the meeting. All decisions except those involving capital expenditures, as set forth in Section 10 below, and except as otherwise provided by these By-Laws, the Master Deed or applicable law, shall require for passage the affirmative vote of a majority of the members in good standing in attendance or voting by special ballot - provided that a quorum has been established in accordance with Section 4 of this Article. Votes for the election of Trustees shall be cast either in person or by **special** ballot, in conformance with voting regulations and election procedures as may be published from time to time. Cumulative voting shall not be permitted.

SECTION 10. All decisions of the members including capital expenditures, other than the expenditure of the Association funds the purposes set forth in Schedule A annexed hereto, shall require for passage, affirmative vote of the members representing at least 80% in interest of the undivided ownership of the Condominiums as a whole. The Trustees shall be governed in the making of capital expenditures, other than expenditures made for the purposes set forth in Schedule A annexed hereto, and in other actions by decision made by the members as provided in this section. All other decisions shall require for passage, the affirmative vote of at least a majority of the members in good standing and entitled to vote.

SECTION 11. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Meeting convenes.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of Trustees.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

#### ARTICLE IV OBLIGATIONS OF MEMBERS

SECTION 1. Each member shall perform promptly and at his own risk, cost and expense, all maintenance and repair work with respect to that portion of each unit owned by him which does not comprise a part of the common elements and which, if omitted, would adversely affect or jeopardize the safety of the Condominium in which his unit is located or any part or parts thereof belonging in whole or in part to other members and each member shall be liable for any damages, liabilities, costs, or expenses, including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

