

Paul Kardos
204 Cleveland Lane, Monroe Bldg.
Rockaway, NJ 07866
973-527-1433 cell
Plaintiff *Pro Se*

RECEIVED & FILED
SUPERIOR COURT
2022 JAN -3 A 10: 52
MORRIS COUNTY
CIVIL DIVISION

<p>Paul Kardos</p> <p style="text-align: center;"><i>Plaintiff</i></p> <p style="text-align: center;">v.</p> <p>Fox Hills at Rockaway Condominium Association, Inc.</p> <p style="text-align: center;"><i>Defendant</i></p>	<p>Superior Court of New Jersey Chancery Division Morris County</p> <p>Docket No. <i>MRS-C-2-22</i></p> <p style="text-align: center;">Civil Action</p> <p style="text-align: center;"><i>COMPLAINT</i></p>
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Plaintiff, Paul Kardos, residing at 204 Cleveland Lane, Township of Rockaway, County of Morris, State of New Jersey, complaining of defendant, states as follows:

COUNT ONE

1. The Plaintiff (Paul Kardos) was and is a homeowner at the Defendant, Fox Hills at Rockaway Condominium Association, Inc. (hereafter "Defendant Association") and as such under the *Defendant Association* Bylaws is a member of the *Defendant Association*.
2. Eleanor Hunt was and is a homeowner at the *Defendant Association*, is a member of the *Defendant Association* Board of Directors (hereafter the "Board") and has been elected President of the *Defendant Association*.
3. Title 46 Chapter 8B section 13 (a) of the Condominium Act prescribes,
"...all meetings of that governing board, except conferences or working sessions at which no binding votes are to be taken, shall be open to attendance by all unit owners, ...except that the governing board may exclude or restrict attendance at those meetings,

or portions of meetings, dealing with (1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (2) any pending or anticipated litigation or contract negotiations; (3) any matters falling within attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer, or (4) any matter involving the employment, promotion, discipline or dismissal or a specific officer or employee of the association.”

4. Attached hereto, incorporated herein, and designated as “Exhibit A” is a true copy of the *Statement of Reasons* dated May 3, 2019 from Judge Berdote-Byrne for the litigation of Docket MRS-C-102-18 between Plaintiff (Paul Kardos) and the *Defendant Association*. On pages 4-5 is stated, “Defendant’s governing board’s decision to change the location of ticket sales, and other alleged decisions made without a meeting, do not clearly fit into an exception above. Plaintiff [should be Defendant] argues New Jersey did not intend to require all decisions, especially trivial ones such as the location of ticket sales, to be made at open meetings. The language of the statute suggests otherwise and requires “all meetings” of the governing board to be noticed and made open to an association’s residents, other than those exceptions previously listed.”
5. Attached hereto, incorporated herein, and designated as “Exhibit B” is a true copy of the *Settlement Agreement & General Release* between Plaintiff (Paul Kardos) and the *Defendant Association*. Section 1. C. (4.) states, “The Releasee (Board) agrees that no binding vote decision that is required to be made in an open meeting with an open vote shall be made at the closed work session of the Board.”
6. Attached hereto, incorporated herein, and designated as “Exhibit C” is a true copy of FOX HILLS AT ROCKAWAY – BOARD NEWS dated July 18, 2021 in which is stated, “Accordingly, effective Monday, July 19th, the community can return to our pre Covid

- pool operation, A Monitor will be in attendance until 6:00 PM, The pool will remain open unattended until 10:00 PM, The indoor pool will be opened all day, unattended.”
7. Board meetings open to homeowners took place on 1/11/21, 4/12/21, 5/3/21, 6/14/21, 7/12/21, 8/16/21, and 10/4/21. None of the minutes of these meetings document the decision to return to pre Covid pool operation, The decision must have been made in secret without homeowner’s invited or present.
 8. Attached hereto, incorporated herein, and designated as “Exhibit D” is a true copy of Fox Hills at Rockaway Condominium Association, Inc. *Expense Approval Controls* Effective October 18, 2021.
 9. None of the minutes of the meetings listed in paragraph 7 document the approval of the *Expense Approval Controls*. The Board’s decision to approve these controls must have been made in a secret meeting not open to homeowners.
 10. Attached hereto, incorporated herein, and designated as “Exhibit E” is a true copy of real estate multiple listing MLS#3732245 which shows a real estate agent (C-21 Christel Realty), listing date (8/4/21), original listing price (\$190,000) and current listing price (\$150,000).
 11. None of the minutes of the meetings listed in paragraph 7 document the Board’s selection of real estate agent, listing price decision, or decision to lower the listing price. These Board decisions must have been made in secret meetings whose dates are unknown.
 12. At the annual meeting of Monday December 6, 2021, Fox Hills President Eleanor Hunt stated, “the Board has discussed the most efficacious way to begin this community wide project [carpet replacement] ... We need to replace this carpeting [Washington building] as soon as possible.”

13. None of the minutes of the meetings listed in paragraph 7 document the Board's decision to replace the Washington building carpets as soon as possible. These Board discussions and decisions were made in secret meetings whose dates are unknown.
14. The Plaintiff brings this action because of the Defendant Association's failure to follow the *Condominium Act* and the aforementioned *Settlement Agreement* both of which require binding decisions to be made at meetings open to homeowners.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

15. Declare that the Board's decisions violate the *Condominium Act* requirement for decisions to be made in meetings open to homeowners.
16. Declare that the Board's decisions violate the *Settlement Agreement* requirement for binding-vote decisions to be made in meetings open to homeowners.
17. Permanently enjoin *Defendant Association's* Board of Directors to invite homeowners to attend all board meetings at which any business affecting homeowners is reasonably anticipated to be discussed or acted upon except in those circumstances specifically excluded by Title 46 Chapter 8B section 13 (a). In brief these specific exclusions are (1) privacy, (2) litigation, (3) attorney-client and (4) employment issues.
18. Order such other relief as the Court may deem just and proper.

COUNT TWO

19. Plaintiff repeats and realleges the allegations of COUNT ONE of this Complaint as if fully set forth herein at length.
20. *Settlement Agreement & General Release* (Exhibit B) section 1. C. (3.) states, "The Releasee (Board) agrees to follow all resolutions until and unless amended, modified

and/or changed in accordance with the laws of the State of New Jersey and the Bylaws of Fox Hills.”

21. Attached hereto, incorporated herein, and designated as “Exhibit F” is a true copy of Fox Hills Policy Resolution No. 28 adopted December 3, 2012 (hereafter “Res. 28 of 2012”).
22. *Res. 28 of 2012* stated, “the only matters which will be *discussed* in closed meetings of the Board of Directors...” [italics added to emphasize the word “*discussed*”].
23. Attached hereto, incorporated herein, and designated as “Exhibit G” is a true copy of Fox Hills Amended Policy Resolution No. 28 adopted July 12, 2021 (hereafter the “Amended Resolution”).
24. At the Board’s Quarterly Meeting of July 12, 2021, President Eleanor Hunt made false and misleading statements before the vote to pass the *Amended Resolution*.
25. At this meeting of July 12, 2021, President Hunt misrepresented the *Amended Resolution* as a rewrite with no mention of the real reason for the *Amended Resolution*; the practice of letting homeowners hear all Board *discussions* in open meetings was to be eliminated.
26. The Plaintiff brings this action because of the Boards fraudulent means to amend *Res. 28 of 2012*.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

27. Declare the Boards *Amended Resolution* (amendment of *Res. 28 of 2012*) to be invalid and void.
28. Permanently enjoin the Board to open Board meetings so homeowners can hear all discussions as stated in *Res. 28 of 2012*.
29. Order such other relief as the Court may deem just and proper.

COUNT THREE

30. Plaintiff repeats and realleges the allegations of COUNT ONE and COUNT TWO of this Complaint as if fully set forth herein at length.

31. Donna Shahrabani, Esq. is the *Defendant Association* Attorney.
32. Attached hereto, incorporated herein, and designated as “Exhibit H” is a true copy an email of December 6, 2021 from the Plaintiff (Paul Kardos) to President Eleanor Hunt, which stated the intention of Defendant (Paul Kardos) to make a motion at the Annual Meeting.
33. On December 6, 2021, the Annual Meeting of the *Defendant Association* was held.
34. During this Annual Meeting, the Defendant (Paul Kardos) was recognized by President Eleanor Hunt and stated, “I have a motion to make.” At this point, Donna Shahrabani stated, “I’m gonna have to stop you, um, homeowners are not permitted to make substantive motions on the floor.”
35. Title 46 Chapter 8B section 13 (b) of the Condominium Act states (for bylaws),
“The method of calling meetings of unit owners, the percentage of unit owners or voting rights required to make decisions and to constitute a quorum...”
36. From the statute cited it is clear that the legislature intended for decisions to be made by unit owner voting when a quorum was present.
37. Attached hereto, incorporated herein, and designated as “Exhibit I” is a true copy of By-Laws of Fox Hills in which Article III Section 2 states:
“Annual Meeting. The annual meeting of the Unit Owners shall be held at 7:00 PM on the first Monday of December...”
38. Since the beginning of meetings many centuries ago, it has been commonly accepted that every member of a meeting has the right to make proposals, to have their proposal discussed by all members and to have their proposal decided on by member voting.
39. If there is a meeting of unit owners, as prescribed by the Condominium Act or the Bylaws, then each unit owner has these fundamental rights. Any meeting in which unit

owners do not have these fundamental rights cannot then be described as a meeting of unit owners.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

40. Declare that the annual meeting of December 6, 2021 did not meet the requirement for a meeting of unit owners.
41. Permanently enjoin the Board to conduct an annual meeting of unit owners in which unit owners are allowed to make proposals and have their proposals decided on by unit owner voting.
42. Order such other relief as the Court may deem just and proper.

CERTIFICATION OF NO OTHER ACTIONS

I certify that the dispute is not the subject of any other action pending in any other court or a pending arbitration proceeding, to the best of my knowledge or belief. Also to the best of my knowledge or belief no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

Dated: Jan. 3, 2022

Signature Paul Kardos

Paul Kardos

CERTIFICATION OF FILING AND SERVICE

The undersigned hereby certifies that a copy of this pleading was served and filed within the time permitted by the court rules.

Dated: Jan. 3, 2022 Signature Paul Kardos
Paul Kardos

CERTIFICATION OF IDENTIFIERS

I certify that confidential identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: Jan. 3, 2022 Signature Paul Kardos
Paul Kardos

EXHIBIT A

Docket MRS-C-102-18
Statement of Reasons
May 3, 2019

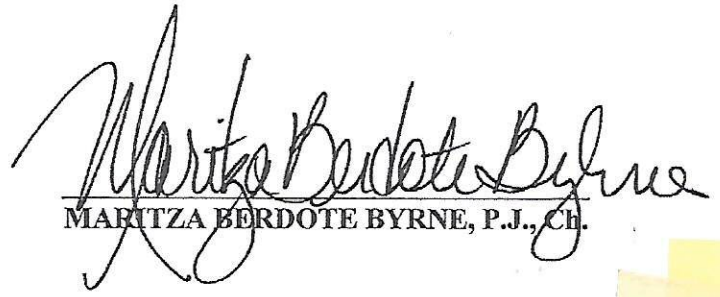
PREPARED BY THE COURT

PAUL KARDOS,	:	SUPERIOR COURT OF NEW JERSEY	
	:	CHANCERY DIVISION	
	:	MORRIS COUNTY	
	:		
Plaintiff,	:		
	:	DOCKET NO. C-102-18	
v.	:		
	:		FILED
FOX HILLS AT ROCKAWAY	:	CIVIL ACTION	MAY 03 2019
CONDOMINIUM	:		
ASSOCIATION, INC.,	:	ORDER	Maritza Berdote Byrne, P.J.Ch.
	:		
Defendant.	:		

THIS MATTER having been opened to the court by way of motion filed by Paul Kardos, plaintiff, and opposition having been filed by George Karousatos, Esq., counsel for defendant, and the court having read and considered the pleadings filed, and for good cause shown;

IT IS ON THIS 3rd DAY OF MAY 2019 ORDERED as follows:

1. Plaintiff's motion for leave to file an Amended Complaint is GRANTED.
2. Plaintiff shall file an Amended Complaint within 15 days of receipt of this Order and Statement of Reasons. Defendant shall have 30 days from the date of filing of plaintiff's Amended Complaint to file an Amended Answer.


 MARITZA BERDOTE BYRNE, P.J., Ch.

Paul Kardos v. Fox Hills at Rockaway Condominium Association, Inc.

MRS-C-102-18

STATEMENT OF REASONS

This matter began on September 20, 2018, with the filing of a complaint by plaintiff Paul Kardos (“plaintiff”). Plaintiff alleges Defendant, Fox Hills at Rockaway Condominium Association, Inc. (“defendant”), has violated his Right to Free Speech as guaranteed by the New Jersey Constitution. Complaint ¶¶ 1-13. Plaintiff further alleges defendant has violated the New Jersey Condominium Act, in particular N.J.S.A. 46:8B-13(a). Id. ¶¶ 14-22. Through the present motion, plaintiff seeks to amend his Complaint to add allegations related to actions allegedly taken by defendant’s governing board after his initial Complaint was filed. Defendant has filed opposition to plaintiff’s motion.

One allegation made in plaintiff’s original Complaint is defendant changed the speed limit in plaintiff’s condominium association without conducting a meeting as required by N.J.S.A. 46:8B-13(a). Complaint ¶¶ 14-22. Plaintiff’s Amended Complaint alleges defendant changed the speed limit back to its original speed, again without holding a meeting. Amended Complaint ¶¶ 18.01-18.03. Plaintiff’s Amended Complaint also alleges decisions related to a bid proposal and the location of ticket sales were made by defendant without conducting a meeting as required by N.J.S.A. 46:8B-13(a). Amended Complaint ¶¶ 18.04-18.09.

Under R. 4:9-1, a party may amend a pleading “as a matter of course at any time before a responsive pleading is served . . . Thereafter a party may amend a pleading only by written consent of the adverse party or by leave of court which shall be freely given in the interest of justice.” While leave to amend a Complaint should be freely granted, the court still may exercise discretion and deny a request to amend a pleading. Notte v. Merchs. Mut. Ins. Co., 185 N.J. 490, 501 (2006).

“That exercise of discretion requires a two-step process: whether the non-moving party will be prejudiced, and whether granting the amendment would nonetheless be futile.” Id. “Objection to the filing of an amended complaint on the ground that it fails to state a cause of action should be determined by the same standard applicable to a motion to dismiss under R. 4:6-2(e).” Interchange State Bank v. Rinaldi, 303 N.J. Super. 239, 257 (App. Div. 1997).

Defendant first argues facts alleged by plaintiff in the Amended Complaint do not support a cause of action and fail as a matter of law. The court is required to use the motion to dismiss under R. 4:6-2(e) standard to evaluate this argument. In considering a motion to dismiss under R. 4:6-2(e), the court must apply the test set forth in Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 771-72 (1989). “[O]ur inquiry is limited to examining the legal sufficiency of the facts alleged on the face of the complaint.” Printing Mart, 116 N.J. at 746. The test is essentially, “whether a cause of action is ‘suggested’ by the facts.” Id. A “reviewing court searches the complaint in depth and with liberality to ascertain whether the fundament of a cause of action may be gleaned even from an obscure statement of claim, opportunity being given to amend if necessary.” Id. “[P]laintiffs are entitled to every reasonable inference of fact.” Id. “The examination of a complaint’s allegations of fact required by the aforestated principles should be one that is at once painstaking and undertaken with a generous and hospitable approach.” Id.

Defendant asserts its decision related to the location of ticket sales was a trivial decision and a meeting pursuant to N.J.S.A. 46:8B-13(a) was not required to make this decision. Plaintiff notes N.J.S.A. 46:8B-13(a) does not include a meeting exception for “trivial” decisions. Plaintiff asserts if defendant does not wish to be burdened by the need to call meetings for trivial decisions, then trivial decisions should be referred to defendant’s community manager, not defendant’s governing board. Reply Brief p. 2.

The pertinent part of New Jersey's Condominium Act states "If the bylaws provide that any of the powers and duties of the association as set forth in [N.J.S.A. 46:8B-14 and N.J.S.A. 46:8B-15] be exercised through a governing board elected by the membership of the association, or through officers of the association responsible to and under the direction of such a governing board, all meetings of that governing board, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all unit owners, and adequate notice of any such meeting shall be given to all unit owners in such manner as the bylaws shall prescribe [.]" N.J.S.A. 46:8B-13(a). Defendant's bylaws do provide its governing board with the authority to exercise powers and duties "as set forth in [N.J.S.A. 46:8B-14 and N.J.S.A. 46:8B-15]" and accordingly, defendant's board of directors is required to make open all meetings of the governing board "except conference or working sessions at which no binding votes are to be taken [.]" Id.

N.J.S.A. 46:8B-13(a) does not provide an exception for trivial decisions. An exception is provided for "conference or working sessions" and for meetings "dealing with (1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (2) any pending or anticipated litigation or contract negotiations; (3) any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or (4) any matter involving the employment, promotion, discipline or dismissal of a specific officer or employee of the association." Id. No other exceptions are recognized.

Defendant's governing board's decision to change the location of ticket sales, and other alleged decisions made without a meeting, do not clearly fit into an exception above. Plaintiff argues New Jersey did not intend to require all decisions, especially trivial ones such as the location of ticket sales, to be made at open meetings. The language of the statute suggests otherwise and

requires “all meetings” of the governing board to be noticed and made open to an association’s residents, other than those exceptions previously listed. N.J.S.A. 46:8B-13(a). If the decisions listed in plaintiff’s Amended Complaint were made at a board meeting, as alleged, and those board meetings were not made open to the public, as alleged, then plaintiff’s Amended Complaint does sufficiently allege facts supporting a cause of action for violation of N.J.S.A. 46:8B-13(a).

Defendant also argues the additional facts alleged in plaintiff’s Amended Complaint are futile because they are not raised in support of any new cause of action and are, ultimately, unnecessary. The court disagrees. The additional facts alleged by plaintiff in his Amended Complaint provide further support to plaintiff’s cause of action alleging violation of N.J.S.A. 46:8B-13(a). It is true plaintiff’s Amended Complaint merely alleges additional violations of N.J.S.A. 46:8B-13(a), but these additional violations, as alleged, continue to provide support for plaintiff’s cause of action.

Defendant next argues a settlement agreement entered into by the parties, effective April 25, 2018 (the “Settlement Agreement”) bars some of the allegations in Plaintiff’s Amended Complaint. However, the Settlement Agreement states it does not apply to future disputes and applies to bar claims “known or unknown or capable of being known up until the effective date [.]” Opposition ex. A.

Defendant seizes on the fact one date, prior to the effective date of the Settlement Agreement, is referenced in plaintiff’s Amended Complaint. However, plaintiff’s Amended Complaint does not allege any cause of action arose prior to the effective date of the Settlement Agreement. The one date seized upon by plaintiff simply notes a meeting of defendant’s governing board was held on April 2, 2018. Amended Complaint ¶ 17. The facts supporting plaintiff’s causes of action are all alleged to have occurred subsequent to the effective date of the Settlement

Agreement. The Settlement Agreement served to settle a prior litigation between the parties. Defendant has not demonstrated how the Settlement Agreement applies to the present action.

In addition to arguing plaintiff's Amended Complaint is futile, defendant also alleges plaintiff's Amended Complaint would prejudice defendant. Defendant claims paper discovery in this matter is nearly complete and the parties are almost ready to start depositions. Defendant argues allowing plaintiff to amend his Complaint would reopen paper discovery and any further delay would unduly prejudice defendant. Defendant also argues the court should not be burdened with the "petty" disputes alleged by plaintiff.

Plaintiff claims defendant's assertions that paper discovery is nearly complete are disingenuous and notes one of the allegations in his Amended Complaint relates to a \$110,000 contract awarded by defendant's governing board — an amount of money most people would not consider "petty".

The court notes, in regards to defendant's arguments of prejudice, that no trial date has been set in this matter and no initial case management conference has been conducted due to adjournments requested by defendant. No Case Management Order has been issued since no case management conference has been conducted.

Defendant's claims of prejudice are unfounded. No trial date has been set in this matter. No deadlines for discovery have been issued. Additionally, the allegations in plaintiff's Amended Complaint do not assert a new cause of action and should not require voluminous paper discovery. Defendant is not prejudiced by whatever additional discovery defendant's Amended Complaint will require.

Further, while some of the allegations in plaintiff's Amended Complaint are not of great significance (e.g. where tickets are sold), the overarching issue in plaintiff's Amended Complaint

is how defendant's governing board conducts itself in accordance with the requirements of New Jersey's Condominium Act. This is not a petty issue. This is an issue capable of affecting the everyday life of plaintiff and other residents of defendant. Defendant's claims of prejudice do not present grounds to bar plaintiff's Amended Complaint.

Defendant's final argument in opposition to plaintiff's Amended Complaint is the filing of an Amended Complaint would violate the equitable doctrine of unclean hands. Defendant's unclean hands argument does not relate to any aspect of plaintiff's Amended Complaint. Instead, defendant's unclean hands argument relates to Count One of plaintiff's original Complaint, a Count plaintiff does not seek to amend through the present motion. Defendant's unclean hands argument is misplaced, as it does not relate to any new allegations contained in plaintiff's Amended Complaint. The doctrine of unclean hands does not present grounds to deny plaintiff's motion to amend.

Plaintiff's Amended Complaint sufficiently alleges new facts in support of one of his original causes of action. These new facts are not futilely plead. Additionally, no trial date or discovery dates have been set, accordingly, allowing plaintiff to amend his Complaint will not prejudice defendant. This is particularly true given plaintiff's Amended Complaint does not allege a new cause of action. Finally, defendant's unclean hands argument does not relate to any new allegations raised in the Amended Complaint and is misplaced. Plaintiff's motion for leave to amend is **GRANTED**. Plaintiff shall file an Amended Complaint within 15 days of receipt of this Order and Statement of Reasons. Defendant shall have 30 days from the date of service of plaintiff's Amended Complaint to file an Amended Answer.

EXHIBIT B

Settlement Agreement & General Release
effective July 12, 2021

EXHIBIT C

FOX HILLS AT ROCKAWAY – BOARD NEWS
July 18, 2021

FOX HILLS AT ROCKAWAY – BOARD NEWS

NOTICE OF IMPORTANT CHANGES TO POOL ATTENDANCE AND HOURS

FROM YOUR BOARD OF DIRECTORS

JULY 18, 2021

Dear Residents,

From the beginning of the Pandemic, the Board has tried to follow the science based Covid-19 CDC guidelines, the New Jersey Governor's executive orders, the local Board of Health rules, our pool vendor's requirements and the advice of professional advisors. In this process, Board members also made judgments based on the best interests of our Fox Hills residents... weighing the benefits and relative risk of opening amenities.

At our Quarterly Meeting on Monday, July 12th, the 4 to 3 Board member vote on allowing guests at our pools recognized that there are pros and cons on each side of this issue. We believe this split vote reflected mixed feelings among many in our community.

Since our July 12th meeting, Covid-related pool requirements have changed significantly on an almost daily basis.

- On July 12th, the Department of Health and our pool vendor required that a Covid contact person be in attendance when our outdoor pool is open.
- On July 14th, our pool vendor informed us that he could not provide a Covid contact person after 6:00 PM due to a state-wide shortage of workers.. We therefore had to announce that our pool must close at 6:00 PM. We thank everyone who submitted suggestions for a replacement.
- At 4:00 PM on Friday, July 16th, we were notified that we will be released from the requirement to have a Covid contact person at the pool effective immediately. This change was no doubt the result of persistent calls made by our Community Manager and pool vendor to the Department of Health. At our request, the Department of Health re-reviewed the state guidelines and ultimately agreed that there was no longer a state requirement for a Covid contact person.

Accordingly, **effective Monday, July 19th, the community can return to our pre Covid pool operation.**

- A monitor will be in attendance until 6:00 PM
- The pool will remain open unattended until 10:00 PM
- The indoor pool will be opened all day, unattended.

The Board's decision to allow guests remains in force with up to 5 guests permitted per resident.

Although no longer mandatory, we would appreciate visitors completing the guest information sheet. They will be available at the pool monitor's station.

The Department of Health, the pool vendor, and the Board of Directors will continue to monitor data from the CDC and the State of New Jersey. Any change in guidelines could necessitate yet another adjustment. We remain committed to your health and safety.

EXHIBIT D

Expense Approval Controls
Effective October 18, 2021

Fox Hills at Rockaway Condominium Association, Inc.
Expense Approval Controls
Effective October 18, 2021

Fund	Budget Status	Expenditure				Check
		Type	\$ Limit/ Percent	Approved By		Approved /Signed By 2 Board Members
				Comm Mgr	Board Publicly	
Operating	Budgeted	Under Contract			▲	▲
		Not Under Contract:				
		Emergency/Safety		▲		▲
		Non Emergency/Safety:				
		Utilities		▲		▲
		Government Fees		▲		▲
	Non Competitely Priced Items		▲		▲	
Other		▲		▲		
In Excess of Budget		1 - 9 % 10%+	▲	▲	▲	
Not Budgeted	Emergency/Safety		▲		▲	
	Non Emergency/Safety	1 - 4,999 5,000+	▲	▲	▲	
Capital Res	Budgeted	Emergency/Safety		▲		▲
		Non Emergency/Safety	1 - 19,999 20,000+	▲	▲	▲
	Not Budgeted	Emergency/Safety		▲		▲
		Non Emergency/Safety	1 - 4,999 5,000+	▲	▲	▲
	Replacement of Cap Assets before end of Useful Life for efficiency & safety	1 - 9,999 10,000+	▲	▲	▲	
Preventive/ Deferred Maintenance	Not Budgeted	Emergency/Safety		▲		▲
		Non Emergency/Safety	1 - 19,999 20,000+	▲	▲	▲
Remediation (Balconies & Cladding)	Not Budgeted	Emergency/Safety		▲		▲
		Non Emergency/Safety	1 - 19,999 20,000+	▲	▲	▲

Note: Each year's Operating and Capital Reserve Budgets are approved by the Board at the Annual Meeting.

EXHIBIT E

Multiple listing
MLS# 3732245

 Save Share

\$150,000 5.55 Acres
0 Mount Hope Rd, Rockaway, NJ 07866

[Contact Agent](#)


[Home value](#) [Price and tax history](#) [Monthly cost](#)

Price and tax history

Price history

Date	Event	Price
9/30/2021	Price change	\$150,000 (-21.1%)
8/4/2021	Listed for sale	\$190,000

Source:  GSMLS #3732245 Report

 Save Share More

\$150,000 5.55 Acres
0 Mount Hope Rd, Rockaway, NJ 07866

[Contact Agent](#)

[Overview](#) [Facts and features](#) [Home value](#) [Price and tax](#)

HOPE AVE. BUYER RESPONSIBBLE FOR ALL TESTING AND ANY CERITFCATIONS BY STATE OR LOCAL OFFICIALS. RESIDENTIAL NEIGHBORHOOD. BUYER DUE DILIGENCE RECOMMENDED! NO SURVEY ON FILE. BUYER TO CONDUCT ENGINEERING EVALUATION / TESTING. POTENTIAL WETLANDS. OFFICIAL PROPERTY BEGINS AT MT HOPE TO POND RD TO HILLSIDE AND DOES RUN THROUGH HILLSIDE.

Listed by:
Julia Torsiello
C-21 Christel Realty


Source: GSMLS, MLS#: 3732245 

EXHIBIT F

Resolution No. 28
adopted December 3, 2012

**FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION, INC.
(the "Association")
POLICY RESOLUTION NO. 28**

**RESOLUTION APPROVING RECOMMITMENT TO STRICT
ADHERENCE TO THE PROVISIONS OF THE
NJ CONDOMINIUM ACT, ARTICLE 4, SECTION 46:8B-13(A)**

WHEREAS, it is one of the responsibilities of the Board of Directors to ensure that the Association complies strictly with the provisions of the New Jersey Condominium Act, particularly as to matters which should be discussed only in closed session meetings of the Board; and

WHEREAS, there has apparently been some confusion as to exactly what matters should be discussed in closed vis-à-vis open session; and

WHEREAS, this Board of Directors desires to eliminate any such confusion; it is

RESOLVED, that effective immediately, the only matters which will be discussed in closed session meetings of the Board of Directors of the Association are the matters set out in Article 4, Section 46:8B-13(A) of the New Jersey Condominium Act.

The foregoing resolution was adopted by the Board of Directors of the Fox Hills at Rockaway Condominium Association, Inc. at its meeting on December 3, 2012.

Exhibit G

Amended Resolution No. 28
adopted July 12, 2021

Fox Hills At Rockaway Condominium Association, Inc.

Revised Amendment to Policy Resolution # 28

Resolution # 28 will be amended as follows:

All meetings of the governing Board, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all unit owners, and adequate notice of any such meeting shall be given to all unit owners in such manner as the bylaws shall prescribe, except the governing board may exclude or restrict attendance at those meetings, or a portion of meeting, dealing with

- (1) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (2) any pending or anticipated litigation or contract negotiations;
- (3) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise his ethical duties as a lawyer; or
- (4) any member involving the employment, promotion, discipline or dismissal of a specific officer or employee of the association.

Duly adopted at a meeting of the Board of Directors of Fox Hills at Rockaway Condominium Association, Inc. held this 12th day of July 2021.

Name:	Vote:			
	YES	NO	ABSTAIN	ABSENT
Jay Amdur, Director	X			
Ernie Bickers, Director	X			
Bonnie Cohen, Director	X			
Peter Forman, Director	X			
Larry Gerard, Director	X			
Eleanor Hunt, Director	X			
Connie Kelly, Director	X			

Attest


Bonnie Cohen, Secretary

7-12-21
Date

EXHIBIT H

Email of December 6, 2021

Fw: Paint Garage Floors

From: Paul Kardos (pkardos1@yahoo.com)

To: efmrh@aol.com

Bcc: barbara@bhshorizonrealty.com; kmackaroni1@verizon.net

Date: Monday, December 6, 2021, 12:54 PM EST

Eleanor,

FYI - I plan to make the following motion at tonight's Annual Meeting of Unit Owners.

I move that a committee of homeowners be formed to investigate the feasibility of painting our garage floors. The committee shall consist of any homeowners who volunteer for the committee.

Paul Kardos

----- Forwarded Message -----

From: Paul Kardos <pkardos1@yahoo.com>

To: Lynn Meekins <lmeekins@taylormgt.com>

Sent: Tuesday, October 26, 2021, 02:35:55 PM EDT

Subject: Paint Garage Floors

To: Lynn Meekins, Fox Hills Community Manager

I request that a committee of homeowners be formed to investigate the feasibility of painting our garage floors. The committee should consist of any homeowners who volunteer for the committee. I expect that the committee would report within 3 months.

Paul Kardos

Monroe Building

Exhibit I

Fox Hills By-Laws