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Attorneys for Defendant, Fox Hills at Rockaway Condominium Association, Inc.

PAUL KARDOS,	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION
Plaintiff,	:	MORRIS COUNTY
	:	
v.	:	DOCKET NO. MRS-C-2-22
	:	
FOX HILLS AT ROCKAWAY	:	CIVIL ACTION
CONDOMINIUM ASSOCIATION, INC.,	:	
	:	ANSWER TO COMPLAINT,
Defendants.	:	AFFIRMATIVE DEFENSES, DEMAND
	:	FOR STATEMENT OF DAMAGES,
	:	DESIGNATION OF TRIAL COUNSEL,
	:	AND CERTIFICATION PURSUANT TO
	:	R.4:5-1(b)(2)

Defendant, Fox Hills at Rockaway Condominium Association, Inc. (Fox Hills) by way of Answer to the Complaint filed herein states:

1. Admitted.
2. Admitted.
3. Denied. The averments of paragraph 3 of Plaintiff's Complaint make reference to a statutory provision and any attempt to construe the terms and conditions of that statute is denied. By way of further answer, any and all conduct of the Fox Hills' Board of Directors was at all times relevant hereto in compliance with the Condominium Act.
4. Denied. The averments of paragraph 4 of Plaintiff's complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, any and all votes taken made by the Fox Hills' Board of Directors were in compliance with all applicable statutory provisions and regulations.

5. Denied. The averments of paragraph 5 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, the Plaintiff by publishing the document referenced at Exhibit B to the Complaint has violated the confidentiality provisions of the Settlement Agreement and General Release. By way of further answer, Defendant denies that there has been a binding vote that was not made by way of an open vote as required by relevant statutes and regulations.

6. Denied. The averments of paragraph 6 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

7. Admitted in part. Denied in part. Defendant admits that Board Meetings, open to the residents, took place on the dates referenced in averment number 7. It is denied however, that the vote referenced in averment number 7 was a binding vote and/or was a vote that was required to be made in an open meeting.

8. Denied. The averments of paragraph 8 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

9. Denied. The averments of paragraph 9 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, Defendant denies that any binding vote was made contrary to applicable statutory and regulatory provisions.

10. Denied. The averments of paragraph 10 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

11. Denied. The averments of paragraph 11 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, the Fox Hills' Board of Director's decision to sell the referenced

property was properly approved at an open meeting. By way of further answer, any subsequent decisions pertaining to the sale of the property were not binding votes and therefore were not required to be made in an open meeting.

12. Denied. The averments of paragraph 12 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, the statement attributable to Fox Hills' Board President Elanor Hunt in no way references a binding vote and simply references possible future action of the Board.

13. Denied. The averments of paragraph 13 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, reference to a possible future course of action pertaining to the replacement of carpeting is not a binding vote which was required to be made at an open meeting.

14. Denied. The averments of paragraph 14 of Plaintiff's Complaint contain conclusions of law to which no response is required. To the extent that a response is required, the Defendant's votes have all been in compliance to the Condominium Act and/or the referenced Settlement Agreement. By way of further response, no binding vote of the Defendant's Board of Directors has been made outside the parameters of an open meeting.

WHEREFORE, Defendant demands judgment against the Plaintiff as follows.

15. Declare that any decision of the Association's Board that required a binding vote under New Jersey law were properly made in an open meeting, and that any decisions of the Board that did not require a binding vote to be taken in open session under New Jersey law were legally made in closed session.

16. Declare that the Defendant's Board's decisions do not violate the Settlement Agreement and on the contrary, that the Plaintiff's actions by publishing this Settlement

Agreement, as an exhibit to the Complaint, has violated the terms and conditions of the confidentiality provision of the Settlement Agreement.

17. Denying plaintiff's request for injunctive relief.

18. Grant such other relief the Court may deem just and proper.

COUNT II

19. Defendant incorporates by reference paragraphs 1-18 of its answers as set forth herein at length.

20. Denied. The averments of paragraph 20 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, the Defendant has not violated any terms and conditions of a Settlement Agreement. On the contrary, Plaintiff has violated the confidentiality provision of the Settlement Agreement by publishing it as an exhibit to this Complaint.

21. Denied. The averments of paragraph 21 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

22. Denied. The averments of paragraph 22 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied. By way of further response, it is denied that Defendant has violated any conditions of the referenced resolution.

23. Denied. The averments of paragraph 23 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

24. Denied.

25. Denied.

26. Denied. The averments of paragraph 26 of Plaintiff's Complaint contain conclusions of law to which no response is required. To the extent that a response is required, the actions of the Defendants are in no way were fraudulent.

WHEREFORE, the Defendant demands judgment against Plaintiffs as follows.

27. Issue a declaration that the referenced Resolution was properly adopted.

28. Denying Plaintiff's request for injunctive relief.

29. Award such other relief the Court may deem just and proper.

COUNT III

30. Defendant incorporates by reference paragraphs 1-29 of its answers as set forth herein at length.

31. Admitted. It is admitted only that Donna Shahrabani, Esquire is one of the Defendant's attorneys.

32. Denied. The averments of paragraph 32 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

33. Admitted.

34. Denied. Plaintiff is asserting a right that does not exist insofar as the Defendant's bylaws and relevant statutes and regulations do not recognize such conduct.

35. Denied. The averments of paragraph 35 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

36. Denied. The averments of paragraph 36 of Plaintiff's Complaint contain conclusions of law to which no response is required.

37. Denied. The averments of paragraph 37 of Plaintiff's Complaint make reference to a written document and any attempt to construe the terms and conditions of that writing is denied.

To the extent that a response is required, it is denied that the defendant has violated any provision of the Condominium Act.

38. Denied.

39. Denied. The averments of paragraph 39 of Plaintiff's Complaint contain conclusions of law to which no response is required. To the extent that a response is required, Defendant maintains that all meetings were held in accordance with applicable statutory requirements, regulations and the Association's Bylaws.

WHEREFORE, the Defendant demands judgment against Plaintiffs as follows.

40. Declare that the legal requirements for the Association's December 6, 2021 annual meeting of unit owners were satisfied.

41. Denying Plaintiff's request for injunctive relief.

WHEREFORE, Defendant demands judgment dismissing the Complaint, together with attorney's fees, interest, cost of suit and such other and further relief as the court may deem just and proper.

AFFIRMATIVE DEFENSES

1. The Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

2. The Plaintiff's claim fails as a result of unclean hands.

3. The Plaintiff has violated the terms and conditions of the Settlement Agreement by publishing the same in violation of the confidentiality provision of that agreement.

4. The decisions that Plaintiff complains of were all made in accordance with the applicable statutory provisions, regulations and Bylaws of the Association.

5. At all times relevant hereto, any binding votes by Defendant's Board taken at an open meeting as required by applicable statutory requirements, regulations and/or the Bylaws of the Association.

6. Defendant's conduct was at all times in compliance with the guidance published by the New Jersey Department of Community Affairs.

7. Defendant's conduct was at all times in compliance with the Condominium Act.

8. In the event that the alleged votes were not made in an open meeting as maintained by Plaintiff, the referenced votes were not binding and thus not required to be made in an open meeting and/or where decisions properly designated to the Property Manager.

9. Plaintiff's claims are barred for failure to utilize an agreed to alternate dispute resolution provision.

10. Plaintiff's alleged claims are barred by the doctrines of res judicata, waiver, and estoppel.

11. Defendant reserves the right to seek dismissal of this action based upon improper venue and lack of jurisdiction.

13. Plaintiff is barred from recovering in whole or in part due to Plaintiff's breach of one or more conditions of the referenced Settlement Agreement.

14. Plaintiff's cause of action fails to set forth a basis for damages.

15. Defendant has not breached a duty and/or obligation owed to the Plaintiff.

DEMAND FOR STATEMENT OF DAMAGES

Defendants, pursuant to R.4:5-2, demands that Plaintiff within five days after service hereof shall furnish this Defendant with a written statement of the amount of damages claimed in this action.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:5-16. Robert T. Pindulic, Esquire, and Joseph J. Bellew, Esquire are hereby designated as trial counsel for Defendant.

CERTIFICATION PURSUANT TO R.4:5-1(b)(2)

I hereby certify pursuant to R.4:5-1 that the matter in controversy is not the subject of any other action pending in any court or binding arbitration proceeding. No such action or arbitration proceeding is contemplated. Counsel is aware of no other party that should be joined in this action.

WHITE AND WILLIAMS LLP
Attorneys for Defendant Fox Hills at
Rockaway Condominium Association, Inc.

By: _____
Robert T. Pindulic, Esquire
Joseph J. Bellew, Esquire