Publication copy

Answer of the Association, Clifford C. Wheaton and Michael M. Rossi III

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MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.
BY: Christian M. Scheuerman, Esquire
Attorney I.D. [redacted]
BY: Stephen D. Holmes, Esquire
Attorney I.D. [redacted]
535 Route 38 East, Suite 501
Cherry Hill, NJ 08002
[redacted]

ATTORNEY FOR DEFENDANT
Lake Centerton Park Homeowners Association, Inc., Clifford C. Wheaton, and Michael M. Rossi

[redacted](CMS/SDH)

RONALD W. YARBROUGH,

PLAINTIFF,

v.

LAKE CENTERTON PARK HOMEOWNERS ASSOCIATION, INC.; CLIFFORD C. WHEATON, individually; MICHAEL M. ROSSI III, individually; MICHELE MEHAFFEY; and DOUGLAS K. MEHAFFEY,

DEFENDANTS.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
GENERAL EQUITY PART
SALEM COUNTY

DOCKET NO.: SLM-C-000017-26

CIVIL ACTION

ANSWER TO COMPLAINT AND SEPARATE DEFENSES OF DEFENDANTS LAKE CENTERTON PARK HOMEOWNERS ASSOCIATION, INC., CLIFFORD C. WHEATON, AND MICHAEL M. ROSSI III

Defendants Lake Centerton Park Homeowners Association, Inc., Clifford C. Wheaton, and Michael M. Rossi III (collectively, "Answering Defendants"), by and through their attorneys Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., answer Plaintiff's Verified Complaint as follows:

PRELIMINARY STATEMENT

1. Denied as stated.

2. Denied as stated.

3. Denied as stated.

3A. Denied as stated.

PARTIES

4. Admitted only that Plaintiff is the record owner of the identified property. It is denied that Plaintiff was a member in good standing during the relevant periods. The remaining allegations are denied.

5. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial

6. This paragraph contains an improper legal conclusion and therefore no answer is required.

7. Admitted only that Wheaton resides at the stated address, has served as an officer and director of the Association and has signed the Association's correspondence to its members and to the State at times. The remaining allegations are denied.

8. Admitted only that Rossi resides at the stated address, has served as an officer and director of the Association, and has been copied on Association correspondence to the State at times. The remaining allegations are denied.

9. Admitted only that the Association conveyed the referenced parcel to the Mehaffey Defendants in 2022. The deed speaks for itself. The remaining allegations are denied.

10. Denied as stated.

11. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations and therefore deny the same.

JURISDICTION AND VENUE

12. Denied. Averments contained in this paragraph state conclusions of law to which no answer is required.

13. Denied. Averments contained in this paragraph state conclusions of law to which no answer is required.

14. Denied.

THE SCOPE OF THIS ACTION

15. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations and therefore deny the same.

16. Denied as stated.

THE GOVERNING INSTRUMENTS

A. The Certificate of Incorporation

17. Admitted only that the Certificate of Incorporation was signed and filed on the dates alleged. The remaining averments in this paragraph state conclusions of law to which no answer is required.

18. Denied as stated.

19. Denied as stated.

20. Denied as stated.

21. Denied as stated.

22. Denied as stated.

23. Denied as stated.

B. The Declaration of Covenants and Restrictions

24. Denied as stated.

25. Denied as stated.

26. Denied as stated.

27. Denied as stated.

28. Denied as stated.

29. Denied as stated.

30. Denied as stated.

31. Denied as stated.

32. Denied as stated.

33. Denied as stated.

C. The Deed of the Common Land to the Association

34. Denied as stated.

35. Denied as stated.

D. The By-Laws and Book of Regulations

36. Denied as stated.

37. Denied as stated.

38. Averments in this paragraph state conclusions of law to which no answer is required.

E. The Planned Real Estate Development Full Disclosure Act and the DCA regulations

39. Averments in this paragraph state conclusions of law to which no answer is required

40. Averments in this paragraph state conclusions of law to which no answer is required.

41. Averments in this paragraph state conclusions of law to which no answer is required.

42. Averments in this paragraph state conclusions of law to which no answer is required.

43. Denied as stated.

F. The Nonprofit Corporation Act

44. Averments in this paragraph state conclusions of law to which no answer is required.

45. Averments in this paragraph state conclusions of law to which no answer is required.

46. Averments in this paragraph state conclusions of law to which no answer is required.

47. Averments in this paragraph state conclusions of law to which no answer is required.

48. Averments in this paragraph state conclusions of law to which no answer is required.

49. Averments in this paragraph state conclusions of law to which no answer is required.

FACTS

A. 2001-2018: background

50. Admitted.

51. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

52. Denied as stated.

53. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

54. Denied as stated.

55. Denied as stated.

56. Denied as stated.

57. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

58. Denied as stated.

59. Denied as stated.

60. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

61. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

62. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

63. Denied as stated.

64. Denied as stated.

65. Denied.

66. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

67. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

68. Denied as stated.

69. Denied as stated.

B. 2012-2021: the Board tells the State one thing and the members another

70. Denied as stated.

71. Admitted.

72. Denied as stated.

73. Denied as stated.

74. Denied as stated.

75. Denied as stated.

76. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

77. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

78. Denied as stated.

79. Admitted only that NJDEP issued the referenced August 11, 2021 correspondence granting an extension and addressing the dam's condition and maintenance.

80. Denied as stated.

C. 2021-2022: the Board subdivides the Common Area and conveys 12.97 acres of it, on silence

81. Denied as stated.

82. Denied as stated.

83. Denied as stated.

84. Denied as stated.

85. Denied as stated.

86. Denied as stated.

D. 2022-2026: the removal project, the enforcement order, and the sale

87. Admitted only that CU Maurice River secured funding and retained Princeton Hydro to prepare a feasibility study concerning removal of the dam. The referenced correspondence speaks for itself. Any contrary allegations are denied.

88. Denied as stated.

89. Denied as stated.

90. Denied as stated.

91. Denied as stated.

92. Denied as stated.

93. Denied as stated.

94. Denied as stated.

95. Denied as stated.

96. Denied as stated.

97. Denied.

E. The 2024 meeting cycle: the relocation demand and the meeting at the Rossi residence

98. Denied as stated.

99. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

100. Denied as stated.

101. Denied as stated.

102. Denied as stated.

103. Denied as stated.

104. Denied as stated.

105. Denied as stated.

F. 2024-2026: the tax-default strategy is carried out and the lake parcel is sold at tax sale in two consecutive years

106. Denied as stated.

106A. Denied as stated.

106B. Denied as stated.

106C. Denied as stated.

106D. Denied as stated.

G. 2026: the assessment by letter, the May 20 demands, and the Association's silence

107. Denied as stated.

108. Denied as stated.

109. (a-c) Denied as stated.

110. Denied as stated.

111. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, deny same and demand strict proof thereof at trial.

112. Denied as stated.

H. The August 18, 2026 letters

113. Denied as stated.

113A. Denied as stated.

114. Denied as stated.

I. Insurance

115. Denied as stated.

116. Denied as stated.

J. The assessments imposed since 2018, and the 2023 lien claim

117. Denied. Averments contained in this paragraph state conclusions of law to which no answer is required.

118. Denied as stated.

119. Denied as stated.

120. Denied. After reasonable investigation, Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

121. Denied as stated.

K. Harm

122. Denied as stated.

123. Denied as stated.

124. Denied as stated.

L. The Pattern

125. Denied as stated.

COUNT ONE

126. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

127. Denied as stated.

128. Denied as stated.

129. Denied as stated.

130. Denied.

131. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT TWO

132. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

133. Denied as stated.

134. Denied.

135. Denied as stated.

136. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT THREE

137. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

138. Denied as stated.

139. Denied as stated.

140. Denied as stated.

141. Denied as stated.

142. Denied as stated.

143. Denied as stated.

144. Denied as stated.

145. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT FOUR

146. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

147. Averments contained in this paragraph state conclusions of law to which no answer is required.

148. Denied.

149. Denied as stated.

150. Denied.

151. Denied.

152. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs

COUNT FIVE

153. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

154. Averments contained in this paragraph state conclusions of law to which no answer is required.

155. Denied as stated.

156. Denied as stated.

157. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT SIX

158. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

159. Averments contained in this paragraph state conclusions of law to which no answer is required.

160. Denied as stated.

161. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT SEVEN

162. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

163. Averments contained in this paragraph state conclusions of law to which no answer is required.

164. Denied as stated.

165. Denied as stated.

166. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT EIGHT

167. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

168. Averments contained in this paragraph state conclusions of law to which no answer is required.

169. Denied as stated.

170. Denied.

171. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT NINE

172. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

173. Denied as stated.

174. Denied.

175. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT TEN

176. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

177. Averments contained in this paragraph state conclusions of law to which no answer is required.

178. Denied.

179. Denied as stated.

180. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT ELEVEN

181. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

182. Denied.

183. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT TWELVE

184. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

185. Denied.

186. Denied.

187. Denied.

188. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT THIRTEEN

189. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

190. Denied.

191. Denied.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

COUNT FOURTEEN

192. Answering Defendants repeat and incorporate their responses to the preceding paragraphs as if fully set forth herein.

193. Denied as stated.

194. Denied as stated.

WHEREFORE, the Answering Defendants request entry of judgment in their favor dismissing the Plaintiff's Complaint, and all claims therein against or respecting it, with prejudice and without costs.

AFFIRMATIVE DEFENSES

Answering Defendants assert the following Affirmative Defenses in response to Complaint of Plaintiff:

FIRST AFFIRMATIVE DEFENSE

Answering Defendants violated no duty or obligation owed to Plaintiff, an acted at all times consistent with its legal authority.

SECOND AFFIRMATIVE DEFENSE

Answering Defendants performed each and every duty which may have been owed to Plaintiff.

THIRD AFFIRMATIVE DEFENSE

The allegations described in Plaintiff's Complaint were caused wholly or partly by the negligence or intentional acts of Plaintiff, and Plaintiff is barred from recovery or Plaintiff's recovery is reduced thereby.

FOURTH AFFIRMATIVE DEFENSE

The allegations in the Complaint were caused wholly or partly by persons or instrumentalities other than Answering Defendants and over whom the Answering Defendants exercised no control.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief may be granted against the Answering Defendants, which reserves the right to move at or before the time of trial to dismiss the Complaint.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by reason of the Doctrines of Waiver, Estoppel and/or Laches.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by Plaintiff's failure to timely assert same in accordance with the requirements of the Entire Controversy Doctrine.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by reason of the doctrines of Res Judicata and/or Collateral Estoppel.

NINTH AFFIRMATIVE DEFENSE

All actions taken by Answering Defendants were rendered in accordance with accepted standards and practices and not in a negligent manner.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred from recovery pursuant to the applicable Statute of Limitations and/or Statute of Repose.

ELEVENTH AFFIRMATIVE DEFENSE

Answering Defendants claim the benefit of any privileges or immunities available under statutory and/or common law whether local, state or federal law**.**

TWELFTH AFFIRMATIVE DEFENSE

No action or inaction by Answering Defendants caused or contributed to Plaintiff's alleged injuries and/or damages.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by statutory and/or common law.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred and/or limited by failure to mitigate damages.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are subject to the assumption of risk doctrine.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred and/or limited by avoidable consequences.

SEVENTEENTH AFFIRMATIVE DEFENSE

The Complaint herein fails to state a claim upon which an award of attorney's fees, court costs, and/or disbursements can be granted.

EIGHTEENTH AFFIRMATIVE DEFENSE

Answering Defendants' liability is limited by the terms and conditions of its Governing Documents.

NINETEENTH AFFIRMATIVE DEFENSE

Answering Defendants hereby reserves the right to interpose such other affirmative defenses as discovery may disclose up to and including the time of trial.

NOTICE OF ALLOCATION

Pursuant to R. 4:7-5(c) and Young v. Latta, 123 N.J. 584 (1991), Answering Defendants hereby advises that if any other party settles the within matter prior to conclusion of trial and the liability of any settling party shall remain an issue, Answering Defendants will seek an allocation of a percentage of negligence or fault by the finder of fact against such settling party or parties and/or a credit in favor of Answering Defendants consistent with such allocation.

DEMAND FOR PRODUCTION OF DOCUMENTS

Pursuant to R. 4:18-2, Answering Defendants hereby demand production of all documents referred to in Plaintiff's Complaint within five (5) days of the date of service of this demand.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Christian M. Scheuerman, Esquire is hereby designated trial counsel.

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

I, to the best of my knowledge, do hereby certify that this matter is not the subject of any other Cause of Action pending in any other Court, or pending Arbitration Proceeding or Cause of Action anticipated.

RULE 1:38-7(b) CERTIFICATION

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

MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.

/s/ *Christian M. Scheuerman*
Christian M. Scheuerman, Esquire
Stephen D. Holmes, Esquire
Attorney for Defendant(s),
Lake Centerton Park Homeowners
Association, Inc.
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Date: October 15, 2026