Publication copy

Answer of Michele Mehaffey and Douglas K. Mehaffey

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This copy is the filed or produced document with these changes only: black boxes cover (1) names, addresses, telephone numbers and e-mail addresses of persons who are not parties, (2) personal identifiers and financial account numbers (R. 1:38-7), (3) telephone and e-mail contact details, and (4) plaintiff's personal financial information, marked "Redacted: plaintiff's personal financial information". Withheld pages, if any, are replaced by a notice page. The complete document is available from the Court.

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efendants, Michele Mehaffey and Douglas K. Mehaffey

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 and SEPARATE DEFENSES to VERIFIED COMPLAINT (on behalf of DEFENDANTS MICHELE MEHAFFEY and DOUGLAS K. MEHAFFEY)**

Defendants, Michele Mehaffey and Douglas K. Mehaffey (the "Mehaffey Defendants"), by way of Answer to Plaintiff's Verified Complaint (CHC2026274709), say:

1. Admitted only that the Declaration of Covenants and Restrictions and the Certificate of Incorporation are recorded or filed instruments, which speak for themselves. Denied that those instruments bar or invalidate the February 7, 2022, conveyance to the Mehaffey Defendants. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants.

2. Admitted only that the Association conveyed 12.97 acres to the Mehaffey Defendants by deed dated February 7, 2022, for consideration of $20,000.00. Denied that the

conveyance was unauthorized, invalid, or void. As to the remaining allegations, including those concerning the Association's dealings with the State, its communications with its members, and its payment of taxes, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants.

3. Denied that Plaintiff is entitled to the relief described in subparagraphs (a) and (b), or to any relief affecting the Mehaffey Defendants' title. The remaining allegations describe relief sought against other defendants, to which no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants.

3A. Admitted only that Plaintiff states that no money judgment, assessment, contribution, or costs are sought against any party other than the two individual defendants. The Mehaffey Defendants rely on that statement. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants.

4. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

5. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

6. Admitted, upon information and belief, that the Association is a New Jersey nonprofit corporation that held record title to Block 1503, Lot 73 before the February 7, 2022,

conveyance. Denied that the Association holds title to the 12.97 acres conveyed to the Mehaffey Defendants. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

7. Admitted only that Clifford C. Wheaton executed the February 7, 2022, deed on behalf of the Association as its Secretary. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

8. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

9. Admitted that the Mehaffey Defendants reside in Bridgeton, New Jersey and are the grantees named in the deed dated February 7, 2022, and recorded February 8, 2022, at Deed Book 4621, Page 116; that they own Lot 79, to which the parcel was conveyed to be added; and that the consideration they paid was received by the Association. Admitted that Plaintiff alleges no wrongdoing by the Mehaffey Defendants and seeks no money judgment, costs, or other relief against them personally. Admitted that the Mehaffey Defendants did not seek, and do not claim, any membership or voting interest in the Association by reason of the conveyance. Denied that the deed is void or may be set aside, and denied that the Mehaffey Defendants' recourse is limited as Plaintiff alleges. The deed speaks for itself. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

10. This paragraph contains definitions to which no response is required.

11. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

12. This paragraph states conclusions of law to which no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

13. This paragraph states conclusions of law to which no response is required. To the extent a response is required, the Mehaffey Defendants do not contest venue in Salem County, but deny that all parties reside in Salem County; the Mehaffey Defendants reside in Bridgeton, Cumberland County.

14. This paragraph states conclusions of law to which no response is required. To the extent a response is required, denied that any of the cited provisions confers standing on Plaintiff to void a completed conveyance of real property to third-party grantees. N.J.S.A. 15A:3-2(a) permits a member to enjoin an act or transfer, not to undo a transfer already completed. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

15. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

16. Admitted only that Plaintiff limits his claims to acts and omissions on and after August 22, 2018. The remaining allegations require no response. To the extent a response is

required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

17. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

18. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Denied that the 12.97 acres were designated as Common Area within the meaning of Article SECOND of the Certificate of Incorporation, which defines Common Area as property designated by the Association "from time to time." Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

19. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

20. The documents referenced speak for themselves. Admitted that the Mehaffey Defendants have never claimed or exercised a Class B or any other vote in the Association. Denied that any relief turns on whether they hold one. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

21. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

22. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Denied that the 12.97 acres were designated as Common Area within the meaning of Article SECOND of the Certificate of Incorporation, which defines Common Area as property designated by the Association "from time to time." Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

23. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

24. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

25. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

26. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Denied that the 12.97 acres were designated as Common Area within the meaning of Article SECOND of the Certificate of Incorporation, which defines Common Area as property designated by the Association "from time to time." Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

27. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

28. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

29. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

30. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants are without knowledge sufficient to determine whether the land described in the Declaration as "Block 87, Lot 1" is coextensive with Block 1503, Lot 73 or includes the 12.97 acres, and Plaintiff is left to his strict proofs. Denied that Article VII, Section 5(c) of the

Declaration prohibits the conveyance of open land to be merged into an adjoining lot and kept free of residential structures. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

31. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

32. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants are without knowledge sufficient to determine whether the land described in the Declaration as "Block 87, Lot 1" is coextensive with Block 1503, Lot 73 or includes the 12.97 acres, and Plaintiff is left to his strict proofs. Denied that Article VII, Section 5(c) of the Declaration prohibits the conveyance of open land to be merged into an adjoining lot and kept free of residential structures. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

33. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

34. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is

left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

35. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Denied that the 12.97 acres were designated as Common Area within the meaning of Article SECOND of the Certificate of Incorporation, which defines Common Area as property designated by the Association "from time to time." Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

36. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

37. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

38. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

39. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is

left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

40. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

41. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

42. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

43. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

44. This paragraph states conclusions of law to which no response is required. To the extent a response is required, denied that the conveyance of 12.97 acres, after which the Association retained approximately 87.2 acres, was a disposition of "all, or substantially all" of the Association's assets. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

45. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

46. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

47. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

48. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

49. The documents referenced speak for themselves, and any characterization inconsistent with their terms is denied. Otherwise, neither admitted nor denied and Plaintiff is left to his strict proofs, and denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

50. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

51. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

52. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

53. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

54. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

55. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

56. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

57. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

58. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

59. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

60. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

61. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

62. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

63. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

64. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

65. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

66. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

67. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

68. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

69. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

70. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

71. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

72. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

73. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

74. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

75. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

76. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

77. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

78. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

79. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

80. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

81. Admitted, upon information and belief, that on April 25, 2021, the Association proposed to its members the sale of approximately 10+ acres to the owners of the Parsonage Run Nursery [the Mehaffey Defendants] for $20,000.00, and invited objections. The letter speaks for itself. Admitted, by Plaintiff's own allegation, that Plaintiff received the letter and did not respond to it. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to

his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

82. Admitted, upon information and belief, that on November 11, 2021, the Pittsgrove Township Planning Board approved a minor subdivision, memorialized by Resolution No. 21-17 adopted November 23, 2021. The Resolution speaks for itself. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

83. Admitted that by deed dated February 7, 2022, and recorded February 8, 2022, at Deed Book 4621, Page 116, the Association conveyed 12.97 acres, more or less, to the Mehaffey Defendants for $20,000.00, to be added to Lot 79. The deed speaks for itself. As to the companion deed recorded at Deed Book 4621, Page 110, neither admitted nor denied and Plaintiff is left to his strict proofs. Denied that any difference between the "10 +" acres described in the April 25, 2021, letter and the 12.97 acres conveyed affects the validity of the Mehaffey Defendants' title. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

84. The deed speaks for itself. Denied that the absence of recitals of Board or member action, corporate seal, attestation, or a second signature renders the deed invalid or void, or placed the Mehaffey Defendants on notice of any defect in the Association's authority. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

85. Admitted that the Mehaffey Defendants paid the full consideration of $20,000.00. Admitted, upon Plaintiff's own allegations, that the Association reported the sale and the application of its proceeds to all members, including Plaintiff, by letter dated February 19, 2022,

and again by notice dated May 28, 2022. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

86. The minutes speak for themselves. Admitted, upon Plaintiff's own allegations, that the June 15, 2022, minutes record the sale, and Plaintiff does not allege that any member objected to it. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

87. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

88. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

89. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

90. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

91. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

92. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

93. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

94. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

95. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants.

96. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

97. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

98. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

99. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

100. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

101. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

102. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

103. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

104. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

105. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

106. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

106A. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

107. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

108. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

109. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

110. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

111. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

112. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

113. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

113A. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

114. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

115. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

116. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

117. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

118. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

119. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

120. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

121. Neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

122. Neither admitted nor denied and Plaintiff is left to his strict proofs. Denied that any harm alleged herein was caused by the February 7, 2022, conveyance. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

123. Neither admitted nor denied and Plaintiff is left to his strict proofs. Denied that any harm alleged herein was caused by the February 7, 2022, conveyance. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

124. Neither admitted nor denied and Plaintiff is left to his strict proofs. Denied that any harm alleged herein was caused by the February 7, 2022, conveyance. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

125. Denied insofar as subparagraph (c) alleges that the conveyance of 12.97 acres was unauthorized or invalid. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

COUNT ONE
(Enforcement of the Recorded Declaration)

126. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

127. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any covenant is enforceable against

them or the 12.97 acres so as to divest their title. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

128. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any covenant is enforceable against them or the 12.97 acres so as to divest their title. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

129. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any covenant is enforceable against them or the 12.97 acres so as to divest their title. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

130. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any covenant is enforceable against them or the 12.97 acres so as to divest their title. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

131. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any covenant is enforceable against

them or the 12.97 acres so as to divest their title. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT TWO
(Violation of the Covenant that the Common Land "Shall Not Be Subdivided")

132. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

133. The Declaration speaks for itself. The remaining allegations state conclusions of law to which no response is required. To the extent a response is required, denied that Article VII, Section 5(c) applies to the 12.97 acres or prohibits their conveyance to be merged into an adjoining lot. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

134. Admitted only that the Planning Board approved a minor subdivision in 2021 and that the Association conveyed 12.97 acres to the Mehaffey Defendants on February 7, 2022. Denied that the subdivision or the conveyance breached Article VII, Section 5(c). The 12.97 acres remain open land, have been merged into Lot 79, and carry no residential structure. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

135. Admitted that the Declaration was recorded at Deed Book 703, Page 1. The deed to the Mehaffey Defendants speaks for itself. The remaining allegations state conclusions of law to which no response is required. To the extent a response is required, denied. Otherwise denied

insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

136. Denied.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT THREE
(Violation of Article SEVENTH of the Certificate of Incorporation)

137. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

138. Denied as to the 12.97 acres. The Association retained approximately 87.2 acres after the conveyance, and the 12.97 acres were not all or substantially all of its assets. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

139. This paragraph states conclusions of law to which no response is required. To the extent a response is required, denied as applied to the February 7, 2022, conveyance. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

140. This paragraph states conclusions of law to which no response is required. To the extent a response is required, denied as applied to the February 7, 2022, conveyance. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

141. The deed speaks for itself. Neither admitted nor denied as to the Association's internal procedures, and Plaintiff is left to his strict proofs. Denied that any deficiency in those

procedures renders the deed void as against the Mehaffey Defendants. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

142. Denied.

143. This paragraph concerns the proposed sale of the remainder of Block 1503, Lot 73 and the dam, to which the Mehaffey Defendants are strangers, and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

144. This paragraph concerns the proposed sale of the remainder of Block 1503, Lot 73 and the dam, to which the Mehaffey Defendants are strangers, and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

145. Denied as to the Mehaffey Defendants and the 12.97 acres. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT FOUR
(Open Meetings)

146. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

147. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

148. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

149. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

150. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

151. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

152. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT FIVE
(Books and Records)

153. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

154. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

155. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

156. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

157. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT SIX
(Failure to Provide Alternative Dispute Resolution)

158. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

159. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

160. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

161. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT SEVEN
(Invalid Assessments)

162. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

163. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

164. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

165. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

166. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT EIGHT
(Breach of the Maintenance Covenant)

167. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

168. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

169. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

170. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

171. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT NINE
(Preservation of Block 1503, Lot 73 Against Tax Foreclosure)

172. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

173. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

174. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

175. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT TEN
(Breach of Fiduciary Duty and Duty of Disclosure)

176. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

177. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

178. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

179. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

180. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT ELEVEN
(Accounting)

181. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

182. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants specifically deny that the February 7, 2022, conveyance was made without authority or that its proceeds were received without authority. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

183. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT TWELVE
(Appointment of a Custodian)

184. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

185. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

186. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

187. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

188. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT THIRTEEN
(Damages)

189. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

190. Denied as to the Mehaffey Defendants. Plaintiff has expressly disclaimed any money judgment or costs against the Mehaffey Defendants (Verified Complaint ¶¶ 3A, 9), and this Count must be dismissed as to them. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment

expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

191. Denied as to the Mehaffey Defendants. Plaintiff has expressly disclaimed any money judgment or costs against the Mehaffey Defendants (Verified Complaint ¶¶ 3A, 9), and this Count must be dismissed as to them. As to the remaining allegations, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

COUNT FOURTEEN
(Punitive Damages)

192. The Mehaffey Defendants repeat and incorporate their previous responses to Plaintiff's Verified Complaint as if fully set forth herein.

193. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

194. This Count is not directed to the Mehaffey Defendants and no response is required. To the extent a response is required, neither admitted nor denied and Plaintiff is left to his strict proofs. Otherwise denied insofar as this averment expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

RESPONSE TO PRAYER FOR RELIEF

The unlettered introductory paragraph of the Prayer for Relief, and the "WHEREFORE" clause that follows it, describe the procedural posture in which Plaintiff seeks relief and require no response. To the extent a response is required, the Mehaffey Defendants deny that Plaintiff is entitled to any of the relief demanded in Paragraphs A through S, whether preliminarily or on final hearing, as against the Mehaffey Defendants, their title to the 12.97 acres conveyed by deed dated February 7, 2022, or Lot 79. The Mehaffey Defendants rely on Plaintiff's statement that he seeks no money relief of any kind on the emergent track. As to the specific lettered paragraphs, the Mehaffey Defendants respond as follows:

A. This paragraph seeks a declaration against the Association and no response is required. To the extent a response is required, the Declaration of Covenants and Restrictions speaks for itself, and any characterization inconsistent with its terms is denied; otherwise neither admitted nor denied and Plaintiff is left to his strict proofs. The Mehaffey Defendants specifically deny that Article VII, Sections 1 and 5, or Article III, Section 2, of the Declaration apply to, burden, or are enforceable against the 12.97 acres or the Mehaffey Defendants' title so as to divest that title, and deny that any declaration under this paragraph may be construed to reach the 12.97 acres. Nothing in this response waives the Mehaffey Defendants' reliance on Article VII, Section 3 of the Declaration, as set forth in their Eighth Separate Defense. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

B. This paragraph seeks a declaration concerning the Board's authority to dispose of Block 1503, Lot 73 and the Centerton Lake dam [redacted] a proposed transaction to which the Mehaffey Defendants are strangers, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the declaration sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants specifically deny that the 12.97 acres, which were subdivided from Block 1503, Lot 73 with Planning Board approval and merged into Lot 79, remain any part of Block 1503, Lot 73, and deny that any declaration under this paragraph may operate retroactively upon, or be construed as an adjudication of the Association's authority for, the completed February 7, 2022, conveyance. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

C. This paragraph seeks injunctive relief against the Association, Wheaton, Rossi, and persons acting in concert with them, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants deny that they are persons acting in concert with the Association, Wheaton, or Rossi; deny that any injunction under this paragraph may reach the 12.97 acres or Lot 79; and deny that the request to declare unauthorized, set aside, and enjoin the performance of "any such contract" under N.J.S.A. 15A:3-2(a) applies to the February 7, 2022, deed. That deed was fully executed, delivered, and recorded more than four years before suit, and N.J.S.A. 15A:3-2(a) permits a member to enjoin an act or transfer, not to undo a completed conveyance to third-party grantees. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

D. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants state that they do not claim any membership or voting interest in the Association and deny that any vote of members is required to confirm their title to the 12.97 acres. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

E. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

F. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

G. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

H. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is

required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any order under this paragraph may be construed to impose upon them, the 12.97 acres, or Lot 79 any obligation with respect to the taxes on, or the tax sale certificates recorded against, Block 1503, Lot 73. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

I. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants further state that they do not claim any membership or voting interest in the Association by reason of the February 7, 2022, conveyance. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

J. Denied. The Mehaffey Defendants specifically deny that the 2021 subdivision of Block 1503, Lot 73, or the deed dated February 7, 2022, and recorded at Deed Book 4621, Page 116, was made in violation of Article VII, Section 5(c) of the Declaration, Article SEVENTH of the Certificate of Incorporation, or N.J.S.A. 15A:10-11; deny that the deed is void or voidable at Plaintiff's instance; deny that the 12.97 acres may be ordered restored to Block 1503, Lot 73 or to the Common Area; and deny that Plaintiff is entitled to any declaration, judgment, or order affecting the Mehaffey Defendants' title. The 12.97 acres were not designated as Common Area, the Association retained approximately 87.2 acres after the conveyance, and the parcel remains open land merged into Lot 79 with no residential structure. The Mehaffey Defendants further deny that an "adjustment of the $20,000 consideration" would be an adequate or equitable remedy, and state that, should the Court grant any relief impairing the conveyance, the Mehaffey

Defendants must first be restored to their prior position as set forth in their Thirteenth Separate Defense and their Crossclaims. The Mehaffey Defendants rely on each of their Separate Affirmative Defenses in opposition to the relief sought in this paragraph.

K. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants further deny that any declaration under this paragraph may be construed to affect the $20,000.00 consideration they paid, the Association's application of that consideration to its State dam loan, or the Mehaffey Defendants' title to the 12.97 acres. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

L. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

M. This paragraph seeks relief against the Association and/or other defendants, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants further state that they have never claimed or exercised a Class B or any other vote in the Association and do not seek to participate in any meeting or election ordered under this paragraph. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

N. This paragraph seeks specific performance of Article VII, Section 5 of the Declaration, which is not alleged to have been undertaken by the Mehaffey Defendants, and no response is required as to them. To the extent a response is required, denied as to the Mehaffey Defendants and the 12.97 acres. The Mehaffey Defendants deny that Article VII, Section 5 was breached by the 2021 subdivision or the February 7, 2022, conveyance, and deny that specific performance may be decreed against them or construed to require reconveyance or restoration of the 12.97 acres. The 12.97 acres remain open land, have been merged into an existing adjoining lot rather than created as a new building lot, and carry no residential structure. The Mehaffey Defendants incorporate their response to Paragraph J. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

O. This paragraph seeks an accounting by the Association, Wheaton, and Rossi, is not directed to the Mehaffey Defendants, and no response is required. To the extent a response is required, denied that Plaintiff is entitled to the relief sought, and Plaintiff is left to his strict proofs. The Mehaffey Defendants deny that the February 7, 2022, conveyance was made without authority or that its proceeds were received without authority, and deny that any accounting may be construed to require the Mehaffey Defendants to account for, disgorge, or return the 12.97 acres or any benefit of the conveyance. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

P. Denied as to the Mehaffey Defendants. Plaintiff has expressly disclaimed any money judgment, assessment, contribution, or costs against any party other than the two individual defendants (Verified Complaint ¶¶ 3A, 9), and seeks punitive damages only against Wheaton and Rossi individually. The Mehaffey Defendants deny that they are liable to Plaintiff

for compensatory damages, jointly, severally, or otherwise, and deny that they may be included among the "defendants" against whom damages are sought. As to the remaining defendants, no response is required; to the extent a response is required, Plaintiff is left to his strict proofs. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

Q. Denied as to the Mehaffey Defendants. Plaintiff has expressly disclaimed any costs against any party other than the two individual defendants (Verified Complaint ¶ 3A), and Plaintiff identifies no contract, statute, or court rule that would permit an award of fees against the Mehaffey Defendants. As to the remaining defendants, no response is required; to the extent a response is required, Plaintiff is left to his strict proofs. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

R. This paragraph states a request concerning the Court's continuing jurisdiction to which no response is required. To the extent a response is required, denied that any judgment should be entered against the Mehaffey Defendants or affecting their title to the 12.97 acres, and therefore denied that the Court should retain jurisdiction under R. 1:10-3 or otherwise to enforce any such judgment against them. Otherwise denied insofar as this paragraph expressly or impliedly alleges any wrongdoing by the Mehaffey Defendants and/or that Plaintiff is entitled to the relief sought.

S. Denied that Plaintiff is entitled to any other relief against the Mehaffey Defendants or affecting their title to the 12.97 acres or Lot 79.

WHEREFORE, the Mehaffey Defendants demand Judgment dismissing Plaintiff's Verified Complaint with prejudice with an award of attorneys' fees and costs in favor of the Mehaffey Defendants and such other relief the Court deems equitable and just.

SEPARATE AFFIRMATIVE DEFENSES

The Mehaffey Defendants repeat and incorporate the previous responses to Plaintiff's Verified Complaint as if fully set forth herein and, without assuming any burden of proof that would otherwise rest on Plaintiff, assert the following separate defenses:

1. Plaintiff fails to state a claim upon which relief can be granted.

2. Plaintiff's claims to void the February 7, 2022, conveyance are barred by N.J.S.A. 15A:3-2. A conveyance of real property by a nonprofit corporation is not invalid by reason of the corporation's lack of capacity or power except in the proceedings the statute enumerates. A member may enjoin an act or transfer, but the February 7, 2022, conveyance was fully executed, delivered, and recorded more than four years before suit, and cannot be enjoined or set aside at a member's instance. Any claim that officers exceeded their authority lies against those officers, not against the grantees.

3. The Mehaffey Defendants are *bona fide* purchasers for value.

4. Plaintiff's claims are barred by the doctrine of apparent authority.

5. Plaintiff's claims are barred by ratification and acceptance.

6. Plaintiff's claims are barred by the doctrine of laches.

7. Plaintiff's claims are barred by the doctrines of waiver, acquiescence, and estoppel.

8. Plaintiff's covenant-based claims are barred by his failure to satisfy the condition precedent of Article VII, Section 3 of the Declaration, which requires a member to give the Association written notice of his intention to sue at least sixty (60) days before bringing suit to enforce the Declaration.

9. Plaintiff's claims are barred because Article VII, Section 5(c) of the Declaration was not breached.

10. Plaintiff's claims under Article SEVENTH of the Certificate of Incorporation and N.J.S.A. 15A:10-11 are barred because Plaintiff has not alleged that the 12.97 acres were designated as Common Area, and because the Association retained approximately 87.2 acres, so that the conveyance was not a disposition of all or substantially all of its assets.

11. Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations, including N.J.S.A. 2A:14-1.

12. Plaintiff's claims for rescission are barred by the balance of hardships.

13. Plaintiff's claims for damages and costs against the Mehaffey Defendants are barred by Plaintiff's express disclaimer of any money judgment or costs against them (Verified Complaint ¶¶ 3A, 9).

14. Plaintiff's claims are barred by the doctrine of unclean hands.

15. To the extent applicable, the Mehaffey Defendants adopt the Affirmative Defenses asserted by Defendants, Lake Centerton Park Homeowners Association, Inc., Clifford C. Wheaton, and Michael M. Rossi, III (CHC2026331033).

16. Plaintiff's claims are frivolous and/or are brought in bad faith under R. 1:4-8 and/or N.J.S.A. 2A:15-59.1.

17. The Mehaffey Defendants hereby give notice that they may rely upon such other defenses as may become available or apparent during discovery, including upon review of the subdivision application file, the closing file, and the Association's records.

RESERVATION OF RIGHTS

The Mehaffey Defendants reserve the right to amend and/or supplement this pleading to assert additional defenses, crossclaims, and/or or counterclaims, as discovery proceeds.

DEMAND FOR PRODUCTION OF DOCUMENTS

Pursuant to R. 4:18-2, demand is hereby made that Plaintiff produce, within five (5) days of service, copies of all documents referred to in the Verified Complaint (CHC2026274709).

DESIGNATION OF TRIAL COUNSEL

Raymond J. Went, Esquire, is designated as the trial attorney for the Mehaffey Defendants in this matter pursuant to R. 4:25-4.

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated, except that Plaintiff has identified an administrative complaint pending before the Department of Community Affairs, to which the Mehaffey Defendants are not parties. Other than the parties named and the persons identified in Plaintiff's certification, I know of no other party who should be joined in this action at this time.

I understand that I have a continuing obligation during the course of the litigation to file and serve on all other parties and with the Court an Amended Certification if there is a change in the facts stated above. I further understand that I am under a continuing duty to disclose the names of any other parties who should be joined in this action, and that the Court may compel the joinder of additional parties in appropriate circumstances, either upon its own motion or that of a party.

CERTIFICATION PURSUANT TO R. 1:38-7(b)

I certify that confidential personal 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 R. 1:38-7(b).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

THE WENT LAW FIRM, LLC

Dated: October 20, 2026

/s/ *Raymond J. Went*

RAYMOND J. WENT, Esquire
Counsel for Defendants,
Michele Mehaffey and Douglas K. Mehaffey