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

FOX HILLS AT ROCKAWAY
CONDOMINIUM ASSOCIATION, INC.

Plaintiff,

v.

BARBARA APPLEBAUM, PAUL
KARDOS & ALAN ROTHSTEIN,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MORRIS COUNTY

Docket No.:

C-130-17

Civil Action

VERIFIED COMPLAINT

Plaintiff, Fox Hills at Rockaway Condominium Association, Inc. ("Association") by way of verified complaint against defendants, Barbara Appelbaum, Paul Kardos & Alan Rothstein (collectively, "Owners") hereby alleges the following:

1. The Association is a New Jersey condominium created by virtue of New Jersey's Condominium Act, and operated, in part, pursuant to New Jersey's Non-Profit Corporations Act. In conjunction therewith, the Association's original master deed was recorded December 24, 1998, in deed book 4898, Page 207, in the Office of the Morris County Clerk (the "Master Deed").

2. Barbara Applebaum is the owner of 3210 Franklin Lane, a unit situated in the Association. Paul Kardos is the owner of 204 Cleveland Lane, a unit situated in the Association. Alan Rothstein is the owner of 1101 Franklin Lane, a unit situated in the Association.

3. On Wednesday, December 6th, the Owners engaged in an online, email communication, involving at least 25 other Association residents and/or owners, regarding the results of the Association's recent annual meeting and Board of Directors (the "Board") election.

4. During the course of that communication, the Owners conspired to "shoot" a recently elected member of the Board; currently the Board's president, Ms. Gloria Stahl. Paul Kardos assembled the Owners, along with others who he believed might be willing to participate in his conspiracy, and to participate in the actual shooting.

5. Once the Owners, and their friends (and possible co-conspirators) were engaged in this communication, Barbara Applebaum suggested to everyone that they "shoot" the Board's president.

6. Alan Rothstein agreed, suggesting as well that the Board's president be shot. Additionally, he solicited volunteers to travel to Virginia for the purpose of buying a gun, for use in shooting and/or killing the Board's president.

7. Alan Rothstein characterized Ms. Applebaum's suggestion as a "smart" suggestion. He added that the Board's president is arrogant and nasty, unworthy of respect. He let the Owners and the potential co-conspirators know that he would buy a gun and "pull the trigger" if he thought that he could get away with it.

8. As a long-time licensed attorney, Alan Rothstein has the knowledge and skill to plan a murder in such a way as to avoid being thwarted prior to the murder and/or avoid arrest after the murder.

9. Upon information and belief, the Owners' conspiracy-related communications and efforts continued after the end of that particular online communication.

INJUNCTIVE RELIEF AS TO THE OWNERS

10. Paragraph (8) of the Master Deed prohibits any "noxious, hazardous, or offensive activities" in upon the Association's common elements and/or within any of the Association's units. This paragraph further prohibits any owner from doing anything "either willfully or negligently which may

become an annoyance or a nuisance to the other residents or which interferes with the peaceful possession and proper use of the" Association's common elements and/or units. Lastly, paragraph (8) mandates that every owner observe all "valid laws" (a true copy of this part of the Master Deed is attached as "Exhibit A").

11. The Master Deed's paragraph (11) provides that each unit owner and/or unit occupant "shall be governed by and shall comply with" its terms, and "its exhibits including the By-Laws". See, Exhibit A.

12. Article X of the Association's By-Laws (the "By-Laws" provides that every owner must "strictly" comply with the "By-Lawsand the covenants and restrictions in the Master Deed" (a true copy of this part of the By-Laws is attached as "Exhibit B").

13. Article X provides as well that if an owner has been found by a court "to have committed the violation complained of, the" owner "shall reimburse the Association for reasonable attorney's fees and such other costs as shall be established by the Court." See, Exhibit B.

WHEREFORE, the Association demands a judgment against the Owners, jointly and severally, as follows: (i) adjudging them to have violated the Master Deed and By-Laws; (ii) prohibiting the Owners from taking any additional actions in furtherance of their conspiracy to murder the Board's president; (iii) ordering that the Owners remain not less than 100 feet away from Ms. Gloria Stahl, Mr. Peter Forman, Ms. Eleanor Hunt, Ms. Connie Kelly, Mr. Jay Amdur, Ms. Barrie Werfel and Ms. Bonnie Cohen, as the Association's managing agent(s) pending further order of the court; (iv) in an amount equal to those reasonable attorneys' fees and costs incurred by the Association as a result of the Owners' violation of the Master Deed and/or By-Laws; and, (v) providing such other relief as this court deems just and equitable.

Ansell Grimm & Aaron, PC
Attorneys for Plaintiff, Fox Hills
at Rockaway Condominium Association, Inc.

By: _____
DAVID J. BYRNE, ESQUIRE

Dated: 12/13/17

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:5-1(c), David J. Byrne, Esquire is hereby designated as trial counsel for the above-captioned matter.

Ansell Grimm & Aaron, P.C.
Attorneys for Plaintiff, Fox Hills
at Rockaway Condominium Association, Inc.

By: _____
DAVID J. BYRNE, ESQUIRE

Dated: 12/13/17

CERTIFICATION

Pursuant to R. 4:5-1(b)(2), it is hereby stated that to the best of my knowledge and belief the issues and/or facts raised herein are the subject of no action pending in any other Court. To the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading and the previous pleadings, if any, at the present time we know of no other parties that should be joined in the within action.

Ansell Grimm & Aaron, P.C.
Attorneys for Plaintiff, Fox Hills
at Rockaway Condominium Association, Inc.

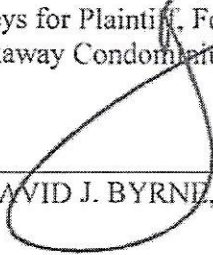
By: _____
DAVID J. BYRNE, ESQUIRE

Dated: 12/13/17

CERTIFICATION

Pursuant to Rule 4:5-1(b)(3), the undersigned certifies 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 with accordance with Rule 1:38-7(b).

Ansell Grimm & Aaron, PC
Attorneys for Plaintiff, Fox Hills
at Rockaway Condominium Association, Inc.

By: 

DAVID J. BYRNE, ESQUIRE

Dated: 12/13/17

VERIFICATION

I, Bonnie Cohen, do certify and say:

a. I am the Secretary of the Board for Fox Hills at Rockaway Condominium Association, Inc. I make this certification based upon my personal knowledge. I am authorized to make this certification.

b. I have read the verified complaint and certify that all statements made therein are true and correct to the best of my knowledge.

c. The matter in controversy is not the subject of any other court of arbitration proceeding now pending or contemplated. Further, no other parties should be joined in this action.

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

Dated:

December 13, 2017

By:

Bonnie Cohen

BONNIE COHEN

EXHIBIT A

assigns, as attorney-in-fact for the purpose of executing such amended Master Deeds, or other instruments necessary to effect the foregoing. The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter thereof and the same shall run with the title to any and all Condominium Units and be binding upon the successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title, and interest of the principal in and to said power. Except as herein provided, this Master Deed may not be modified or amended without the acquiescence of all unit owners. All amendments or modifications shall be evidenced by an Amendment to Master Deed, which Amendment shall be recorded in the Morris County Clerk's Office and shall not be effective until recorded.

Each unit shall have one voting right in Fox Hills Condominium Association in accordance with the By-Laws of the Association attached herein.

While the Sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.

The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the master deed, by-laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements of facilities.

(8) Restrictions. This Master Deed is subject to all covenants, restrictions, and easements of record including the following:

1. Occupancy At least one (1) permanent resident of a Unit must be at least fifty-five (55) years and older having no resident child less than 19 years of age. In no event may any Unit be occupied by more than four (4) permanent residents.
2. Alteration No structural alteration of a Unit may be made without approval of the Board of Directors pursuant to Article VI, Section 10 of the FHCA By-Laws. Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicap use.
3. Zoning Ordinances Each purchaser also takes title to his unit subject to the zoning ordinances of Rockaway Township. Alterations to a Unit will require, in addition to approval of

the Board of Directors, approval of the Rockaway Township Planning Board or the Rockaway Township Board of Adjustment, which may not be granted.

4. Use No Home, except these owned by Sponsor, or the association, and used for sales, administration, construction, maintenance or similar purposes, shall be used for any purpose other than a private residence. Further, the Common Elements shall nor be utilized for any residential or commercial purpose not expressly permitted by the Governing Documents.
5. Obstruction There shall be no obstruction of access to any of the Common Elements.
6. Building No Unit Owner or occupant shall build, plant, or maintain any matter or thing (including, without limitation, any planting, lawn ornaments, additions, alterations), upon, in, over or under the Common Elements.
7. Exterior Appearance Unit Owners shall not have any right to change the appearance of any portion of the exterior of any Unit (including, without limitation, any change to the exterior color scheme) without prior written approval of the Board of Directors.
8. Maintenance Each Unit Owner shall promptly furnish, perform and be responsible for, at his own expense, the repair, maintenance, and replacement of his Unit, provided, however, that the Association, its servants, agents and employees may effect, at its sole discretion, emergency or other necessary repairs which the Owner has failed to perform and charge the cost of same to the Owner(s) involved as a Remedial Assessment.
9. Insurance. Nothing shall be done or kept in any Unit which will increase the rates of insurance beyond the rate applicable for Condominium Units, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which may result in the cancellation of insurance on any of the Common Elements or the contents thereof, or which will be in violation of any law.
10. Display No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Common Elements nor shall anything be hung, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any of the Condominium Units and no signs, awnings, canopies, shutters, earth stations, satellite dishes, or antennas (except those heretofore or hereinafter installed by Sponsor) shall be affixed or placed upon the exterior walls or roofs of any part

thereof, nor relocated or extended, without the prior written consent of the Board of Directors. Television or radio antennas are not permitted under any circumstances. All Units shall be pre-wired for cable. However, Sponsor or any successor Builder, shall have the right to display signs for promotional, sales, exhibit, and administrative purposes upon any portion of the Common Elements or within any Unit owned by it until the last Unit within the development has been sold. Owners shall not cause or permit any signs to be displayed on the Unit advertising the sale or lease of their Condominium Units. Signs for any other purpose are prohibited except as may otherwise be provided by the Rules and Regulations. The Sponsor or the Board shall have the right to immediately cause the removal of any sign violating this provisions and obtain, in addition to any penalties, which might otherwise be imposed by the Association, all costs incurred by such removal.

11. Animals No more than two dogs, or no more than three pets in the aggregate shall be permitted in any Unit. In no event shall outdoor pens, or runs be permitted. No dangerous animals such as lions, tigers, alligators or pitbulls shall be permitted. All Owners and their guests, invitees, agents and others who allow or permit their pets and/or animals in their charge to defecate upon any portion of the Common Elements shall immediately thereafter remove any and all excrement left by the pet or animal and dispose of it as soon as possible in a sanitary fashion. All Owners, their guests, invitees, or agents shall accompany the pet or animal in their charge at all times and shall keep the pet on a leash at all times.

The Association shall have the right to designate certain buildings as pet free prior to the initial occupancy of such buildings by filing an appropriate amendment to the Master Deed.

12. Nuisance No noxious, hazardous, or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Units or the Common Elements by the other Owners. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Development shall be observed.
13. Structural Changes Nothing shall be done to any Unit which will impair the structural integrity of any Unit or which will structurally change a Unit. No Owner (other than Sponsor) may make any structural additions, alterations, or improvements in or to his Unit, or impair any easement, without the prior written consent of the Board of Directors subject to the right of appeal to the Board and as provided in the By-Laws.

14. Commercial Vehicles No commercial vehicles may park overnight and no boats, trailers, campers, mobile homes, or trucks may be parked on any part of the Common Elements except (i) in areas specifically designated for such purpose by the Association; and (ii) for those vehicles temporarily on the Development for purposes of servicing the Development itself or one of the Condominium Units. This restriction shall not apply to Sponsor, its employees, agents, contractors or servants.
15. Waste No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, recyclable or other waste shall be kept in sanitary containers. Any contractor, repairman or other person retained by a Unit Owner to perform work on any Unit or on the Common Elements shall clean up all rubbish at the conclusion of each work day. Trash, garbage, recyclable or other waste shall be kept in sanitary containers as approved by the Board for weekly or more frequent collection.
16. Draperies Draperies, blinds, curtains, or other window coverings must be installed and maintained by each Unit Owner on all windows of his Unit.
17. Utilities Each Unit Owner shall pay for his own telephone, cable television services and utilities, which are separately metered or billed to each user by the respective utility.
18. Rental No Unit shall be rented by the Owner(s) thereof (except by Sponsor or an Institutional Lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding, any deed or other arrangement in lieu of foreclosure) or otherwise be utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than 180 days; or (ii) any rental if the occupants of the home are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service", without the prior written consent of the Association. In the event the Owner fails to fulfill the obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the Unit, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expense Assessments.
19. Use of Water Retention Areas Swimming, bathing, boating and other use of the water retention areas in the Development

shall be prohibited except when in accordance with Rules and Regulations prescribed by the Association.

20. Sale of Home. Each Unit Owner shall give the respective secretary of the Association 30 days' notice of his or her intention to sell the Unit. Upon closing of title, the selling Unit Owner shall immediately notify the secretary of the Association of the name and address of the new Owner.
21. Violations The Board shall have the power to promulgate such Rules and Regulations as may be necessary to carry out the intent of these restrictions and shall have the right to bring lawsuits to enforce the Rules and Regulations promulgated by it. The Board shall further have the right to levy fines for violation of such Rules and Regulations in accordance with the Bylaws and Master Deed and as permitted by N.J.S.A 46:8B-15 as the same may be amended from time to time. Any fine so levied is to be considered as a Remedial Assessment to be levied against the Unit Owner and/or his Tenant, and collection may be enforced by the Board in the same manner as other Assessments. The Unit Owner shall be responsible for payment of reasonable attorneys' fees of the Association plus interest and costs of suit.

(9) Obligations of Grantor. The Grantor covenants and agrees that for so long as it owns one or more of the Condominium Units, the Grantor shall be subject to the provisions of this Master Deed and of all exhibits attached hereto; and the Grantor covenants to take no action that will adversely affect the rights of the other owners of units and their successors in interest, as their interest may appear.

Until the conveyance of title to the first unit, the Sponsor shall be solely responsible for all common expenses. Following the first conveyance, the owners of units to whom title shall have been conveyed shall be responsible for their proportionate share of all common expenses and the Sponsor shall be responsible for payment of all common expenses assessed against units which have not been initially conveyed to an individual purchaser and are located in a building for which a certificate of occupancy has been issued.

(10) Partition. The undivided interest in the common elements which is appurtenant to a unit shall not be separated from it. The interest of a unit in the common elements cannot be conveyed or encumbered except together with the unit. The interest of a unit in the common elements shall remain undivided and no action for partition of the common elements shall lie.

(11) Compliance. Each unit owner or unit occupant shall be governed by and shall comply with the terms of this Master Deed and its exhibits including the By-Laws and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended

from time to time. The condominium association shall have all remedies including injunctive relief provided in these documents to enforce the Master Deed, By-Laws and Rules and Regulations and any amendments thereto.

(12) Restrictions Against Short Term Leases. No unit shall be rented by the owner thereof for transient or hotel purposes, which shall be defined as "(a) rental for any period less than one hundred and eighty (180) days; or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service". Other than the foregoing obligations, the unit owners shall have the absolute right to lease same provided the said lease is in writing and made subject to the covenants and restrictions contained in this Master Deed, the By-Laws of Fox Hills, an incorporated condominium association, and other documents referred to herein, including the right of amendment reserved to Grantor herein and the minimum age requirements of the occupants.

(13) Damage, Destruction, or Condemnation. If any building improvement or common element or any part thereof is damaged, or destroyed by fire, casualty, or eminent domain, the repair, restoration, or ultimate dispositions shall be as provided in N.J.S.A. 46:8B-24 and 25, respectively.

(14) Insurance. An incorporated condominium association shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages on the individual units but without prejudice to the right of the owners of any such unit to obtain individual unit insurance. In addition, an incorporated condominium association shall obtain and continue such other amounts of blanket property insurance as may be required by the provisions of its By-Laws. Premiums for any such blanket insurance coverage shall be a common expense to be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the Condominium Association to be used solely for the payment of said premiums as same become due.

(15) Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(16) Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender, and vice versa, and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

(17) Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, directors, members or

EXHIBIT B

**AMENDED AND RESTATED BY-LAWS
FOR
FOX HILLS AT ROCKAWAY
CONDOMINIUM ASSOCIATION, INC.
ROCKAWAY, NEW JERSEY**



MORRIS COUNTY, NJ; ANN F. GROSSI, COUNTY CLERK
AMND-OR BOOK 23052 PG 983 RECORDED 12/29/2016 10:40:26
FILE NUMBER 2016083502; RECORDING FEES \$260.00
RCPT #: 1222167; RECD BY: MStehr

The Association's owners voted to adopt & record these amended and restated By-Laws.

**FOX HILLS AT ROCKAWAY CONDOMINIUM ASSOCIATION,
INC.**

BY:

Gloria Stahl 12/15/16
Gloria Stahl, President Date
Bonnie Cohen 12/15/16
Bonnie Cohen, Secretary Date

ARTICLE IX
Dissolution

Section 1. Procedure. The provisions of the then applicable laws of the State of New Jersey, including the provisions of the New Jersey Condominium Act, shall be followed should it be deemed advisable that the Association be dissolved, subject to the rights of any mortgagee or lienholder with respect thereto.

Section 2. Ownership Upon Dissolution. In the event of dissolution, the Property shall thereupon be owned by all of the Unit Owners as tenants in common, each having an undivided percentage interest therein equal to his proportionate share of the Common Elements owned prior to termination. Each Unit Owner may be required to execute such deed and any other documents or instruments which may be reasonably required to affect the sale of the Property by the Association following a decision to dissolve the Association.

ARTICLE X
Compliance With By-Laws and Master Deed

Section 1. Remedies for Violations. The within By-Laws and any amendments thereto, the rules and regulations adopted pursuant hereto and any amendments thereto, and the covenants and restrictions in the Master Deed shall be strictly complied with by each Unit Owner. Failure to comply with any of the same shall entitle the Association to impose reasonable fines, to bring suit to recover monies due for damages, and/or injunctive relief against the offending Unit Owner. If suit has been instituted by the Association and the Unit Owner has been found by the Court to have committed the violation complained of, the Unit Owner shall reimburse the Association for reasonable attorney's fees and such other costs as shall be established by the Court. Nothing herein shall be deemed to preclude any Unit Owner from bringing an action for relief against another Unit Owner or Unit Owners for a violation which affects such aggrieved Unit Owner's occupancy.

A fine for a violation or continuing violation of the Master Deed, By-Laws or Rules and Regulations shall not exceed the maximum monetary penalty permitted to be imposed for a violation or a continuing violation under Section 19 of the "Hotel and Multiple Dwelling Law". N.J.S.A. 55:13A-19. A fine shall not be imposed unless the Unit Owner is given written notice of the action taken and of the alleged basis for the action, and is advised of the right to participate in a dispute resolution procedure in accordance with Article IV, Section 2. A Unit Owner who does not believe that the dispute resolution procedure has satisfactorily resolved the matter shall not be prevented from seeking a judicial remedy in a court of competent jurisdiction.

ARTICLE XI
Miscellaneous

Section 1. Notices. All notices to the Association shall be sent by United States postal service mail, care of the Secretary, at the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time in writing to all Unit Owners and to all mortgagees of Condominium Units. All notices to a mortgagee of condominium Unit Owners shall be sent by United States postal service mail to their respective addresses as designated by them from time to time in writing to the Association. Unless otherwise specified in these By-Laws or by