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Attorney for the Defendant

In the Matter of	}	SUPERIOR COURT OF NEW JERSEY
	}	CHANCERY DIVISION
OLD TAUNTON COLONY CLUB	}	BURLINGTON COUNTY
	}	
v.	}	Docket No. BUR-C-00197-07
	}	
KAREN CARLSON	}	CIVIL ACTION
	}	
	}	<i>ANSWER to VERIFIED COMPLAINT</i>
	}	<i>by Karen Carlson, individually</i>
	}	<i>and as Executrix of the Estate</i>

KAREN CARLSON, by way of answer to the Verified Complaint of the Old Taunton Colony club, hereby states:

FIRST COUNT

1. Neither admitted nor denied as to the address and corporate status of Plaintiff.
2. Neither admitted nor denied as to why Plaintiff was established.
3. Neither admitted nor denied as to the transfer of land from the Taunton Lakes Corporation and the contents of the Deed of Conveyance.
4. Denied that Defendant's property is subject to those covenants. Denied that Plaintiff has actively enforced the covenants and conditions throughout the community, specifically as it relates to the removal of trees.
5. Neither admitted nor denied as to the conveyance from the Taunton Lakes Company to Defendant's predecessor in title.
6. Neither admitted nor denied as to covenant No. 4

concerning trees. Denied that Plaintiff has the authority to enforce any such covenant.

7. Denied that any restrictions and covenants from the Taunton Lakes Company to a predecessor in title would run the land.

8. Admitted that the Albers conveyed title to 1 Piney Run to Defendant on January 8, 2004.

9. Denied that Defendant is subject to the restrictions and covenants set forth above.

10. Admitted Defendant hired a contractor to cut and remove trees from the property. Denied that they were "alive" and over four inches in circumference.

11. Admitted that Defendant did not seek permission from Plaintiff. Denied that permission was required.

12. Denied that Defendant's removal of trees was in violation of any applicable restrictions and covenants. Denied that those restrictions are binding upon defendant as the owner of the subject property.

13. Denied that Defendant received a hand-delivered letter concerning removal of trees.

14. Admitted that no response was received by Plaintiff.

15. Neither admitted nor denied as to Plaintiffs remedies.

SEPARATE DEFENSES

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

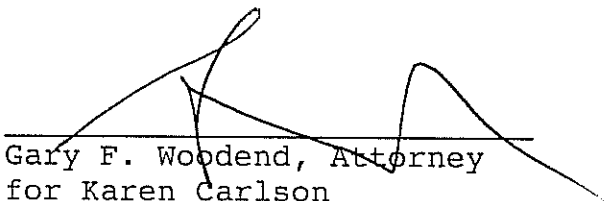
2. The Plaintiff's claims are barred by the Doctrine of Estoppel.

3. The Plaintiff's claims are barred by the Doctrine of Waiver.

4. There is no privity of contract between Plaintiff and Defendant.

5. The Plaintiff's claims are barred for failure of consideration.

Dated: 1/21, 2008



Gary F. Woodend, Attorney
for Karen Carlson

Certification Pursuant To Rule 4:5-1

I hereby certify that the matter in controversy herein is not the subject of any other action pending in any other court nor arbitration process. Further, I hereby certify that no other action or arbitration process is contemplated. I have no knowledge at this time of the names of any other parties who should be joined in this action.

Dated: 1/21, 2008



Gary F. Woodend