JEREMY M. GLAPION
1704 MAXWELL DRIVE
WALL, NEW JERSEY 07719

GLAPION LAW FIRM
TEL. 732-455-9737
JMG@GLAPIONLAW.COM

October 17, 2026

Via eCourts

Hon. Craig L. Wellerson, P.J.Ch.
Superior Court of New Jersey
Chancery Division, General Equity Part
Ocean County Courthouse
206 Courthouse Lane, 1st Floor
Toms River, New Jersey 08754

Re: ***Glapion v. Leisure Village West Association, Inc.***
Docket No. OCN-C-000182-26
Reply Letter Brief in Further Support of Order to Show Cause
Return Date: October 20, 2026

Dear Judge Wellerson:

I am the plaintiff in this matter and appear pro se. Please accept this letter brief, in lieu of a more formal brief, in reply to Defendant's October 15, 2026 letter brief in opposition ("Opp.").

PRELIMINARY STATEMENT

Defendant defends a fictional resolution that supposedly applies only "within the confines of the Association's private community" (Opp. at 2), "govern[s] members' conduct on common elements and association facilities" (Opp. at 4), prohibits only "racist hateful and harassing speech that could ultimately lead to violence" (Opp. at 11), and entitles an accused member to a hearing before an impartial panel with power to "overturn the board's decision" (Opp. at 7).

But the Speech Policy the Board actually adopted on August 5, 2026 reaches communications "in any form or medium . . . regardless of where the communication originates or is received" (Speech Policy ¶ 1(g)); prohibits "incivility," vaguely defined to include "significantly unprofessional . . . or demeaning conduct directed toward another person" (*id.* ¶ 1(c)(4)); makes owners answerable for their tenants and guests (*id.* ¶¶ 1(d)–(e)); and authorizes suspension of a member's rights before any hearing (*id.* ¶ 4(c)). The opposition does not defend paragraphs 1(d), 1(e), or 1(g). It does not even mention them.

Nor is Defendant's account the one the Association gave its members when the Board adopted the *actual* Speech Policy. At that August 5 meeting, Association general counsel Michael Polulak told members[1] that harassment "is subjective and it depends on context," that the Speech Policy was drafted broadly to give the Board "leverage," and that ADR decisions do not bind the Board. Cert. ¶ 10. If the Association's own lawyers cannot agree on what the Speech Policy forbids and how it functions, how can its members?

The Court need not untangle that question yet. The Board had no authority to adopt the Speech Policy in the first place, and Defendant's own brief confirms it.

LEGAL ARGUMENT

POINT I

THE OPPOSITION CONFIRMS THAT THE BOARD LACKED AUTHORITY TO ADOPT THE SPEECH POLICY.

Defendant's authority argument adopts my reading of Article VI, Section 1(n) of the Bylaws. Defendant quotes and underlines the operative limit, rules "relative to the operation, use

[1] Defendant submitted no certification. Unsworn assertions in counsel's brief are not evidence. R. 1:6-6; *Celino v. Gen. Accident Ins.*, 211 N.J. Super. 538, 544 (App. Div. 1986). Every fact in my certification, including the recorded admissions of Mr. Polulak and the Trustees at the August 5 meeting, therefore stands uncontradicted.

and occupancy of the units, common elements and association facilities," and then argues that this power "extends to the ability to establish a resolution governing members' conduct ***on common elements and association facilities***[.]" Opp. at 4 (emphasis added). It claims that this is "precisely what the resolution at issue does." *Id.*

I agree that Section 1(n) authorizes rules governing conduct on the common elements and in Association facilities, but that is *not* what the Speech Policy does. Paragraph 1(g) reaches communications in any form or medium, "regardless of where the communication originates or is received," including an email sent from a member's home or a post written out of state. Despite attaching the Speech Policy to its Opposition, Defendant does not address paragraph 1(g).

The Speech Policy's own structure confirms the point. Section 2 governs "Conduct on Common Areas." If the parts of the Speech Policy at issue in this litigation reached only conduct on the common elements, as Defendant now says, Section 2 would be redundant and paragraph 1(g)'s "regardless of where" clause would mean nothing. Courts do not read contracts to render their terms meaningless. *Cumberland Cnty. Improvement Auth. v. GSP Recycling Co.*, 358 N.J. Super. 484, 497 (App. Div.), *certif. denied*, 177 N.J. 222 (2003); *see Universal N. Am. Ins. Co. v. Bridgepointe Condo. Ass'n, Inc.*, 456 N.J. Super. 480, 494 (Law Div. 2018) (applying principle to an association's governing documents).

The Association also told members what paragraph 1(g) is for. Five days before the vote, it announced that the withdrawn Social Media Policy "has been summarized and incorporated into the proposed Policy Resolution Relating to Member Conduct, Section 1, Letter G." Compl. Ex. E; Cert. ¶ 7. A social media policy is not a rule about the common elements.

Every other provision Defendant cites carries the same limit. Article I, Section 8 permits rules "governing such use and enjoyment" of the general common elements. Opp. at 10. Article I,

Section 9(B) concerns rules governing "the use of the common elements and the conduct of persons using the common elements," language Defendant itself italicizes. Opp. at 10. Article IX, Section 1 permits enforcement of rules "promulgated pursuant hereto," which presupposes a rule the Board had power to adopt; it confers no rulemaking power of its own. Each provision ties the Board's power to Association property. None reaches communications made elsewhere.

When Defendant turns to the merits, it restates Section 1(n) as a power over "the operation of the association and the general betterment of the community as a whole." Opp. at 10. That is not the text. Section 1(n) concerns the operation, use and occupancy "of the units, common elements and Association facilities." If the general administrative clause of Article VI, Section 1 authorized any rule touching Association affairs, Section 1(n)'s specific limit would be meaningless.

Defendant's complaint that I "adduce[] no evidence or testimony" that the Board exceeded its powers (Opp. at 10) misses the point. The Board's authority turns on three documents: the Master Deed, the Bylaws, and the Speech Policy. All three are in the record, and none is disputed. Nor can Defendant defeat an injunction by arguing that "the material facts are in dispute." Opp. at 9. Defendant identifies no disputed fact and filed no certification to create one. R. 1:6-6.

Defendant also abandons the only Master Deed provision its counsel identified as a source of authority, Declaration Section 10 (Cert. ¶ 12). It does not address the Master Deed at all. An association action not authorized by statute, the bylaws, or the master deed fails at the threshold. *Owners of the Manor Homes of Whittingham v. Whittingham Homeowners Ass'n, Inc.*, 367 N.J. Super. 314, 322 (App. Div. 2004); *Thanasoulis v. Winston Towers 200 Ass'n, Inc.*, 110 N.J. 650, 657 (1988). If the Board wants power over members' speech wherever it occurs, it must ask the members for it. Bylaws Art. XIII, § 1. And if the Board wants a policy that operates only "within

the confines of the Association's private community" (Opp. at 2), Defendant should have no objection to an order enjoining the Policy the Board passed. Nothing in that order would prevent the Board from adopting the one Defendant now defends.[2]

POINT II

DEFENDANT CONCEDES THAT THE SPEECH POLICY PERMITS SUSPENSION BEFORE ANY HEARING, AND IT IDENTIFIES NO AUTHORITY TO SUSPEND VOTING RIGHTS.

Article I, Section 9(B) of the Bylaws permits suspension of rights and privileges for violations of rules governing the common elements, but provides: "No such suspension shall be taken by the Board ***until*** the Unit Owner is afforded an opportunity for a hearing in accordance with due process." Bylaws Art. I, § 9(B) (emphasis added). It also limits suspension for a single violation to thirty days. Defendant's paraphrase of Section 9(B) omits both limits. Opp. at 10.

Defendant concedes the conflict. It acknowledges that ADR before suspension is unavailable to members "determined to be a danger to the health, safety and welfare of others," who may participate in ADR only "while the suspension of their rights and privileges has been imposed." Opp. at 2–3; *see* Opp. at 4. That is a suspension before any hearing, which is exactly what Section 9(B) forbids. Section 9(B) contains no emergency exception. Nor does it permit paragraph 4(c)'s open-ended suspension, which stays "in place until the Association has confirmed that the threat to others no longer exists," with no thirty-day limit and no deadline for that confirmation. Speech Policy ¶ 4(c); Cert. ¶ 24. The Board alone decides when a violation "endangers the health, safety or welfare of others." Because Defendant describes the entire Policy as protecting "the safety and civility of the community at large" (Opp. at 2), any violation could qualify.

[2] I do not concede that such a policy would be constitutional.

Post-suspension ADR does not cure the conflict, and Defendant's description of ADR has no support in the record. Defendant now describes "an impartial alternative dispute resolution panel" that may "either confirm or overturn the board's decision." Opp. at 7. No certification supports that description, and Association counsel acknowledged at the August 5 meeting that ADR decisions are nonbinding. Cert. ¶ 10.

Defendant's fining authority fares no better. Before the Board may impose any fine, Article IX, Section 2 requires ten calendar days' written notice, "an opportunity to be heard," and fine procedures and amounts "set forth by Regulation." The Board tabled the fines schedule that would have supplied that Regulation. Cert. ¶ 24. And where the Bylaws require a pre-fine hearing, the Speech Policy offers only *notice* of the *right* to nonbinding ADR.

Defendant also states that there is no "suspension of voting rights during an election absent an ADR procedure." Opp. at 4. That implies the Board believes it may suspend voting rights for a Speech Policy violation once ADR concludes. Paragraph 4(a) authorizes suspension of membership rights and privileges without excluding the vote, and the fines schedule the Board tabled on August 5 proposed suspending voting rights. Cert. ¶ 24; Compl. Ex. F, PDF p. 23, § IV(1). But Defendant has no authority to suspend voting rights here. Article I, Section 9(A) of the Bylaws authorizes suspension of "membership and voting rights" only while an assessment remains unpaid. Section 11 defines good standing for voting entirely by reference to payment of assessments and related charges, providing that "[a] member who meets this definition shall be entitled to vote in a board election." *See also* N.J.S.A. 45:22A-45.2; N.J.A.C. 5:26-8.8(c).

POINT III

THE OPPOSITION DEFENDS LANGUAGE THE SPEECH POLICY DOES NOT CONTAIN.

Defendant quotes paragraph 3(b) for the proposition that members may criticize the Board.

Opp. at 6–7. Its quotation ends at "matters affecting the association." It omits, without an ellipsis, the proviso that follows, which permits criticism only "provided such communications do not otherwise constitute conduct prohibited by this Policy." Speech Policy ¶ 3(b). With the proviso restored, paragraph 3(b) protects criticism only if the Board does not find it uncivil, hostile, or demeaning, which is the very judgment the provision was supposed to constrain. Paragraph 3(a) likewise protects only "good faith" communications (Opp. at 6), and the Board decides good faith. Paragraph 3(c) protects criticism and offense only "standing alone." Opp. at 7. Paragraph 1(g), in turn, directs the Board to weigh the "frequency" and "cumulative effect" of communications. Persistent criticism is protected only until the Board decides it has become a pattern.

Defendant says that "[u]nless the Plaintiff was to threaten physical harm, intimidation, use racial slurs, harass individuals and/or be aggressive and confrontational, no violation of the policy would occur." Opp. at 4. The Speech Policy says otherwise. It prohibits "incivility," defined as "significantly unprofessional, abusive, harassing, hostile, or demeaning conduct directed toward another person" (Speech Policy ¶ 1(c)(4)); its list of violations is "illustrative and not exhaustive"; and violations are determined in the Board's "reasonable discretion" (*id.* ¶ 1(f)). The definition of incivility expressly reaches conduct directed toward "Association board members." Paragraph 1(c)(10) reaches conduct that results in intervention by law enforcement, so a trustee who calls the police about a member's email can create the violation. Defendant elsewhere describes the policy more candidly, as ensuring that criticism is "devoid of . . . abusive or insulting language towards any other member." Opp. at 3. Trustees are members. Among many other constitutional problems with vaguely prohibiting "insults", a rule against "insulting" a trustee is a restriction on speech about governance. Counsel's assurances in a brief do not bind the Board, which applies the text.

The Association's own lawyers and trustees also do not seem to agree with litigation

counsel's interpretation. Defendant's narrowed version turns on whether I "harass individuals" (Opp. at 4), and Association counsel told members that what constitutes harassment "is subjective and it depends on context." Cert. ¶ 10. The Trustees offered no firmer guide. One told members that disagreement with the Board is permitted "as long as it's done in a civil manner"; another, that "you have to trust that the people that you put in here in power will do the right thing." *Id.* A board's restrictions on its members' speech must be clearly written in advance and made known to the community, so that written criteria guide the board's discretion. *Dublirer v. 2000 Linwood Ave. Owners, Inc.*, 220 N.J. 71, 88 (2014); *Mazdabrook Commons Homeowners' Ass'n v. Khan*, 210 N.J. 482, 502 (2012). This one is not.

Defendant says *Dublirer* is "clearly not on point" because it involved "a house rule against posting notices and distributing written campaign materials," while the Speech Policy "merely seeks to prevent threats of physical harm, harassment, verbal abuse, racial slurs or other hate speech." Opp. at 7–8. Again, this is not the Policy the Board adopted. And even if it were, this distinction cuts the other way. The rule struck down in *Dublirer* applied inside the cooperative's own building, where the cooperative had a real property interest to weigh. The Speech Policy reaches speech made off Association property, where there is no property interest at all.

POINT IV

PLAINTIFF HAS SHOWN IRREPARABLE HARM.

Defendant relies on federal decisions holding that a "subjective 'chill'" is not a legally cognizable harm. Opp. at 9. *Laird* and *Clapper* involved government surveillance programs that regulated no one's speech. *Laird* also distinguishes cases in which the challenged power is "regulatory, proscriptive, or compulsory in nature, and the complainant [is] either presently or prospectively subject to the regulations." *Laird v. Tatum*, 408 U.S. 1, 11 (1972). That describes this case. The Speech Policy is a proscriptive rule, adopted, in force, and enforceable against me

by fines and suspension, and the Board declined to rescind it. Cert. ¶¶ 12, 28, 30. A person subject to such a rule need not violate it and await a penalty before seeking relief; self-censorship under the rule is itself the injury. *Susan B. Anthony List v. Driehaus*, 573 U.S. 149, 159–60 (2014); *Virginia v. Am. Booksellers Ass'n*, 484 U.S. 383, 393 (1988) (danger of a speech restriction "is, in large measure, one of self-censorship; a harm that can be realized even without an actual prosecution"). And these are Article III standing decisions. New Jersey's standing rules are more liberal. *Crescent Park Tenants Ass'n v. Realty Equities Corp.*, 58 N.J. 98, 101 (1971); *see* Opp. at 13. A claim that survives Article III survives here.

Defendant also misreads my certification. It says paragraph 17 shows that I have "not been silenced" because I have pressed my criticisms "directly with the Board and its counsel." Opp. at 9. Paragraph 17 says the opposite. Since August 5, I have limited my criticism to communications with the Board and its counsel "rather than disseminating communications to or engaging with the community at large." Cert. ¶ 17. I would have written to the members who spoke at the August 5 meeting and posted online, and I would not speak pointedly at the Board's October 7 meeting while the Policy was enforceable. *Id.* ¶¶ 19–21. Moving the discussion elsewhere would not help, because paragraph 1(g) follows it anywhere, and paragraphs 1(d) and 1(e) reach my mother. *Id.* ¶¶ 22–23. The audience I gave up is the one that matters: the fellow members who vote. Writing privately to the governing body is not substantially the same expressive activity as speaking to one's neighbors, *Dublirer*, 220 N.J. at 87, and filing this action is not a substitute for either.

Since the evening of October 6, 2026, the Association has told its members, at this Court's direction, that "[u]ntil further order of the Court, the Association will not enforce the Policy," and that it "will not discipline anyone under the Policy for any communication made before the date of the Order or while the Order is in effect." Whatever speech has occurred since then occurred

under that protection. A denial of the preliminary injunction ends that protection, and the Board has told members what comes next. Its gratuitous cover letter accompanying the Court-ordered notice announced that the Association "continues to fully support the Policy."[3]

Finally, Defendant cites *Waste Management* for the proposition that each factor must be shown by clear and convincing evidence (Opp. at 6), but omits that decision's holding that, when an injunction preserves the status quo, the *Crowe* factors "are not to be looked upon as hard and fast and sharply defined in scope" and are instead weighed together, so that relief may issue where the movant's harm is great and the hardship to the opponent is not significant. *Waste Mgmt. of N.J., Inc. v. Union Cnty. Utils. Auth.*, 399 N.J. Super. 508, 534–35 (App. Div. 2008); *see also Brown v. City of Paterson*, 424 N.J. Super. 176, 183 (App. Div. 2012) ("[A] court may take a less rigid view [of the *Crowe* factors] than it would after a final hearing when the interlocutory injunction is merely designed to preserve the status quo."). Doubt about the merits is not a reason to refuse to preserve the status quo. *Crowe v. De Gioia*, 90 N.J. 126, 133 (1982). And the status quo is not the period since the Policy's passage, as Defendant assumes when it asks the Court to deny relief "in the interest of maintaining the status quo." Opp. at 13. It is instead the status quo as it existed before the allegedly wrongful conduct. *See Mullins v. Merchandise Drivers Local Union No. 641*, 120 N.J. Eq. 307, 311 (Ch. 1936) (issuing an injunction when doing nothing leaves in place the very thing that inflicts the irreparable injury); *see also Opticians Ass'n of Am. v. Indep. Opticians of Am.*, 920 F.2d 187, 197 (3d Cir. 1990) ("[O]ne of the goals of the preliminary injunction analysis is to maintain the status quo, defined as 'the last, peaceable, noncontested status of the parties.'"). The Speech Policy was contested before it was adopted. I objected to it in writing

[3] Defendant's certification of compliance with the Order to Show Cause, due October 17, 2026, should attach the notice as sent, including the Board's cover letter. If it does not, I will provide a copy of the notice as I received it at or before the return date.

twice, and the Board adopted it anyway. Cert. ¶¶ 6, 8, 11. The last peaceable, noncontested status is the fifty-four years the Association governed itself without it. Cert. Ex. I, Master Deed at 1.

POINT V

THE BALANCE OF HARDSHIPS FAVORS PLAINTIFF.

Defendant's claimed hardship is that, without the Speech Policy, members "may be emboldened to participate in harassment, hate speech and the like, while the Association is without the tools to appropriately address such action." Opp. at 11. The requested relief leaves those tools in place. Paragraph A does not restrain enforcement of the Speech Policy "as applied to physical conduct toward persons or property or to true threats of violence, or enforcement of any rule other than the Speech Policy," and the Court's Order to Show Cause already provides that nothing in it restrains the Association "from contacting law enforcement." OTSC ¶ A & at 5. Defendant offers no certification identifying a single incident of harassment or hate speech, before or after August 5. The Association operated without the Speech Policy for fifty-four years, and it has operated since October 6 under its own notice that it will not enforce the Policy, without identifying any resulting harm. And if, as Defendant says, the Policy reaches only conduct "within the confines of the Association's private community" (Opp. at 2), an injunction against enforcing it anywhere else costs the Association nothing. On the other side of the balance is the members' ability to criticize those who govern them without first predicting whether the Board will call the criticism uncivil.

POINT VI

THE CLAIMS ARE RIPE, AND THE RELIEF IS PROPERLY SCOPED.

Defendant argues that restraining the Policy as to other members, occupants, and guests exceeds my standing, and that paragraphs C, D, E, and H seek advisory opinions because the events they address have not occurred (Opp. at 11–13). Defendant is mistaken on both counts.

First, the relief is no broader than the injury. Defendant says my opening brief "concedes

that relief could be limited to himself." Opp. at 12. It does not. It asks that any narrower relief protect, at a minimum, me and the occupants and guests of my unit, because paragraphs 1(d) and 1(e) of the Speech Policy make me, as the unit owner, answerable in fines and discipline for violations by my unit's resident (my mother) and any guest. Pl. Br. at 12–13; Speech Policy ¶¶ 1(d)–(e). Nor can I engage other members in discussion of Association affairs if every neighbor who replies or shares my views remains subject to discipline under the same rule. And the defect is not personal to me. A resolution the Board had no authority to adopt is void ab initio, not merely voidable as to a single owner. *See Verna v. Links at Valleybrook Neighborhood Ass'n, Inc.*, 371 N.J. Super. 77, 91–94 (App. Div. 2004). The Declaratory Judgments Act permits any person whose rights are affected by a written instrument, including an association's governing documents, to obtain a declaration of its validity without awaiting enforcement. N.J.S.A. 2A:16-51, -53.

Second, paragraphs C, D, E, and H do not ask the Court to decide hypotheticals. Paragraph C restrains suspension before any hearing under paragraph 4(c), which Defendant concedes the Policy permits (Opp. at 2–3). Paragraph E restrains owner liability for the speech of others under paragraphs 1(d) and 1(e). Both provisions are printed on the face of the Speech Policy. Paragraph D addresses a sanction Defendant's own brief says the Board may impose once ADR concludes (Opp. at 4; *see* Point II, *supra*). If Defendant agrees that it cannot suspend voting rights for a Speech Policy violation, an order saying so costs it nothing. These provisions are in force now. Whether the Board had authority to adopt them is a pure question of law requiring no enforcement record. They chilled my speech after August 5 (Cert. ¶ 17), and they will chill it again the moment the protection of the Court-ordered notice ends.

Paragraph H is no more abstract. Because paragraph 1(g) lets the Board weigh the "frequency" and "cumulative effect" of communications, a restraint that left speech made during

the injunction open to later discipline would chill speech just the same as if no injunction had been issued. Speech Policy ¶ 1(g). And the Association has already told every member, at this Court's direction, that it "will not discipline anyone under the Policy for any communication made before the date of the Order or while the Order is in effect." *See* Point IV, *supra*. Paragraph H asks the Court to order what the Association has already promised.

POINT VII

THE REQUEST FOR FEES IS PROCEDURALLY IMPROPER.

Defendant asks that this application "be deemed frivolous" and that it be awarded fees. Opp. at 13. A request for sanctions must be made by separate motion, and only after service of a written notice and demand to withdraw the challenged paper and the expiration of 28 days. R. 1:4-8(b)(1). Defendant has done neither. The request is also difficult to reconcile with the Court's entry of the Order to Show Cause and its direction that Defendant notify its members, and with the record. I objected in writing twice before the Board voted, and I spent a month trying to resolve this before filing suit. Cert. ¶¶ 6, 8, 26–30. An application is not frivolous when the only way to oppose it is to describe a policy the Board never adopted.

CONCLUSION

For these reasons and those in my opening letter brief, I respectfully request that the Court enter a preliminary injunction in the form of the proposed order submitted herewith.

Respectfully submitted,



Jeremy M. Glapion
Plaintiff Pro Se

cc: James Passantino, Esq., counsel for Defendant (via eCourts and email)