Publication copy

Certification of Ronald W. Yarbrough

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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.

Ronald W. Yarbrough
11 Lake Centerton Drive
Pittsgrove, NJ 08318
[redacted]
Plaintiff, Pro Se

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-_____-26 Civil Action CERTIFICATION OF RONALD W. YARBROUGH IN SUPPORT OF ORDER TO SHOW CAUSE (with Exhibits A through KKK)

I, Ronald W. Yarbrough, of full age, certify as follows:

A. Who I am

1. I am the plaintiff in this action. I make this Certification on personal knowledge, except where I state that a fact comes from a document, in which case I have read the document and attach a true copy. I am competent to testify to the matters stated here.

2. I have owned and lived at 11 Lake Centerton Drive, Pittsgrove Township, Salem County, since September 2001. My former wife, [redacted] Joy Yarbrough, and I bought the property from Michael L. [redacted] and [redacted] M. [redacted] by deed dated August 29, 2001, recorded September 7, 2001 in the Salem County Clerk's Office at Deed Book 1080, Page 239, for the consideration of $285,000 stated in the deed. A true copy is Exhibit D-1. I have been the sole owner since a deed from [redacted] Joy Yarbrough and me to me dated May 9, 2008, recorded at Deed Book 1309, Page 338, as corrected by a Corrective Deed dated June 2, 2008 and recorded June 4, 2008 at Deed Book 1312, Page 133, which conveys the property to "Ronald Yarbrough, Divorced Man." A true copy of the Corrective Deed is Exhibit D-2. The property is Block 1503 (written "Block 15.03" on the 2008 Corrective Deed), Lot 66 on the Pittsgrove Township tax map. It is a lakefront lot on Centerton Lake. I bought it as a lakefront property and paid a lakefront price. Before I bought the property in 2001, the real estate agent told me to take my questions about the lake and the dam to Michael Rossi. I met with Mr. Rossi at his place of business, Allied Insurance in Vineland, about the management of the Association. He assured me that the dam and spillway were maintained and that the lake would be preserved. I relied on that assurance, and on the recorded Declaration, in buying a lakefront property.

3. I have been a member of Lake Centerton Park Homeowners Association, Inc. (the "Association") since 2001 by reason of my ownership. I attended a meeting of the Association on October 16, 2001. I paid Association dues from 2001 until the disputes described in Part D began. I stated my position in writing to the Association or its counsel in 2004, 2005, 2006, 2010, 2012 and 2013 (paragraphs 23 through 26 below). [redacted] Redacted: plaintiff's personal financial information [redacted] On February 14, 2023 the Association recorded a Notice of Lien Claim against my property for dues and "Damn Loan Repayment" [sic] charges from November 2018 through November 2022, with attorney's fees, in a stated total of $9,724.60 (Exhibit MM; paragraph 51 below). I dispute those assessments. The "Damn Loan Repayment" charge was never adopted at any meeting; Mr. Wheaton set its amount by letter to the members, dividing each semi-annual State loan payment among the homeowners he considered current, as his letters of October 7, 2019, April 4, 2020, October 4, 2020, March 21, 2021, October 3, 2021, April 21, 2022, October 15, 2022 and April 2, 2023 show (Exhibit YY). The Association has produced none of the records I demanded on May 20, 2026 (Exhibit Z), and I have received no accounting of the sums it claims from me.

4. My wife, Kathleen A. Yarbrough, has lived with me at 11 Lake Centerton Drive since May 27, 2017, the date of our marriage. She holds no record interest in the property and is not a party to this action. Mail delivered to the residence is received by her or by me. Her Certification as a witness (Document 05) addresses the Association notices that were and were not received at the residence.

B. The governing documents (Exhibits A, B, C, E)

5. Exhibit A is a true copy of the Association's Certificate of Incorporation, signed August 7, 1987 and bearing the Secretary of State's filing stamp of October 15, 1987, as kept in my files.

6. Exhibit B is a true copy of the Declaration of Covenants and Restrictions made by Lake Centerton Park, Inc. on August 31, 1987 and recorded in the Salem County Clerk's Office on November 18, 1987 in Deed Book 703, Page 1, as kept in my files. The recording stamp appears on its last page.

7. Exhibit C is a true copy of the deed dated March 29, 2000, recorded April 11, 2000 in Salem County Deed Book 1037, Page 274, from Lake Centerton Park, Inc. to Lake Centerton Park Homeowners Association, conveying Block 1503, Lot 73.

8. Exhibit E consists of true copies of the two versions of the Association's By-Laws in my possession (a printed form and a 2004 word-processing version) and the "LCPHA Book of Regulations" dated June 2004, as the Association distributed them to members and as I received them at the residence in the ordinary course. Neither by-law version is signed or dated as adopted; I do not know which, if either, was adopted, and my May 20, 2026 request for the adopted By-Laws and the vote adopting them (Exhibit Z, item 27) has not been answered.

C. Meetings of the Association (Exhibits F, G, I, J, V, W, X)

9. Exhibit F is a true copy of the minutes of the Association's Board of Directors meeting held November 3, 2003 at 26 Lake Centerton Drive (Michael Rossi's residence), signed by Clifford C. Wheaton as Secretary/Treasurer, as I received them from the Association.

10. Exhibit G is a true copy of the minutes of the Association's annual meeting held March 19, 2005 at the residence of [redacted] and [redacted] signed by Clifford C. Wheaton, as I received them. I was not present at that meeting. I have no record of, and do not recall receiving, notice of that meeting or notice that the foreclosure of my property would be considered at it.

11. Exhibit I is a true copy of the notice dated April 14, 2010, signed by Clifford C. Wheaton, calling a meeting of the membership for April 24, 2010 at 9:00 a.m. at the Pittsgrove Township Senior Center, 743 Centerton Road, as I received it. I attended that meeting. It was held at the Senior Center. I presented, with [redacted] a plan to rehabilitate the dam. Mr. [redacted] and I authored that plan. Exhibit PP is a true copy of the presentation I gave at that meeting, "Centerton Lake Dam Rehabilitation Project," which I prepared and have retained; Mr. Wheaton's email of April 26, 2010 (Exhibit J) refers to it: "I thought your presentation at the meeting on Saturday was well done and well received." At the meeting Michael Rossi stated that he had his own plan to rebuild the dam and that he was in touch with a contractor. Our plan was not accepted; the meeting went forward with Mr. Rossi's. The meeting was professional and cordial, and it showed that the membership could conduct its business at an open meeting in a public facility. The minutes of that meeting are not in my files; I asked for them in my May 20, 2026 request and received nothing.

12. Exhibit J is a true copy of an email I received from Clifford Wheaton on April 26, 2010 stating, among other things: "I thought your presentation at the meeting on Saturday was well done and well received."

13. The April 24, 2010 meeting is the only meeting of the Association I know of, from 2001 to today, that was actually held at a public facility. One other was scheduled at one and then moved: in September 2006 a meeting was tentatively scheduled at the Pittsgrove Township Municipal Building, and [redacted] wrote to the Association's attorney on September 5, 2006 that I "won't be allowed to participate" in it unless I paid my claimed balance in full; by notice dated September 11, 2006 the meeting was moved to the front yard of the Wheaton residence at 23 Lake Centerton Drive.

14. Notices. (a) Between the April 14, 2010 notice (Exhibit I) and Clifford C. Wheaton's email of July 7, 2024 (Exhibit V), I received two notices of a meeting of the Association, both of which I have located in my paper files since preparing this application: a notice dated April 6, 2013 calling a meeting for April 27, 2013 at the residence of [redacted] which I marked as received on April 8, 2013 and which I forwarded to the Department of Community Affairs with my letter of April 17, 2013 (Exhibit RR); and a notice dated May 28, 2022 calling a meeting for June 15, 2022, also at the [redacted] residence (Exhibit SS). Both meetings were called to the private residence of an officer of the Association. I did not attend either meeting, for the reasons stated in paragraphs 19 and 20. Apart from those two notices, I have no record and no recollection of receiving notice of any meeting of the Association in that period, and specifically none for the years 2011, 2012, 2014 through 2021, and 2023. (b) For the years 2011 through 2023 the only Association meeting documents in my files are the April 6, 2013 notice, the May 28, 2022 notice, and the minutes of the June 15, 2022 meeting (Exhibits RR, SS and TT). I have never received an annual schedule of the Association's meetings. I have no record of minutes of the April 27, 2013 meeting or of any other meeting in that period, and my request of May 20, 2026 for the Association's minutes (Exhibit Z) has not been answered. (c) My letter of July 14, 2024, written at the time (Exhibit W), states my position as it then was: "I have not received notices for meetings for several years and am unaware of any actions described, such as the [redacted] of the dam, as mentioned in the agenda." It also states: "Meetings held at the residences of homeowners, such as those of [redacted] Rossi, or any other member, are unacceptable given the history of interactions and ongoing disputes among homeowners. Therefore, I demand that all future meetings be conducted at a neutral public facility, such as the Pittsgrove Senior Center or any other reasonable location, to ensure all homeowners can attend and participate in the association's business." (d) To my knowledge the Association's meetings were held at the residence of [redacted] until the last two or three years, and since then at the residence of Michael Rossi; the July 16, 2024 meeting was at the Rossi residence. (e) The Association has sent me its biannual dues invoices and its State loan billing letters continuously since at least 2019, and an account spreadsheet on August 6, 2023 (Exhibits YY and ZZ). Its meeting-related and assessment-related communications to me since 2024 are the two emails of July 7, 2024 (Exhibit V); the dues invoices and account

statements dated January 28, 2024, January 11, 2025 and January 26, 2026 (Exhibit EE); and the letters of May 4 and May 14, 2026 (Exhibit Y). I answered the meeting-related notices in writing: my letter of July 14, 2024 (Exhibit W) and my three letters of May 20, 2026 (Exhibit Z). (f) On one occasion I received a written solicitation of consent to a transfer of part of the lake property: Mr. Wheaton's letter of April 25, 2021 (Exhibit UU), which proposed the sale of "the 10 + acres of our land that is located on the west side of the lake" for $20,000, invited objections by a stated date, and said that "If I don't hear from you by April 30th, I will note that you also agree that our Association should move forward with the sale." That letter did not call a meeting, did not state that a vote would be taken, did not ask for my affirmative written consent, and did not state that two-thirds of the outstanding votes were required or that the property must first be offered to Pittsgrove Township. I did not respond to it and I never consented to the sale. Apart from that letter, I have never received a notice stating that a sale, donation, dedication or transfer of the lake property, or removal of the dam, would be considered or voted on at any meeting, and I have never received a ballot or a consent form on any of those subjects. I have never received any notice, ballot, consent form or written-consent solicitation concerning the sale of the property to the State of New Jersey or the removal of the dam.

15. Exhibit V consists of true copies of the two emails I received from Clifford Wheaton on July 7, 2024 (1:29 p.m. and 2:36 p.m.), the first confirming a "homeowners meeting on July 16th at 5:00 pm at Mike and [redacted] Rossi's house" with an attached agenda dated June 17, 2024, and the second changing the time to 7:00 p.m. The July 7, 2024 email was the first notice I received of the July 16, 2024 meeting; I did not receive the June 17, 2024 agenda before that email.

16. Exhibit W is a true copy of my letter dated July 14, 2024 to Clifford Wheaton, which I sent by email to Mr. Wheaton and to every member household on the Association's July 7, 2024 distribution list, together with the transmittal email and the delivery-failure notice for one address. I received no response from Mr. Wheaton, from Mr. Rossi, or from anyone else on the Board.

17. I did not attend the July 16, 2024 meeting at the Rossi residence. I will not attend a meeting of the Association held at the home of any homeowner, for the reasons stated in my July 14, 2024 letter and in paragraphs 19 and 20 below, and two days before the meeting I had demanded in writing that it be moved to a public facility. No one answered.

18. Exhibit X is a true copy of the minutes of the July 16, 2024 meeting, dated July 21, 2024 and signed "Clifford C. Wheaton, Secretary/Treasurer," as I received them. I do not recall the date I first received them; consistent with how the Association delivered documents to me, they came by regular mail or by hand delivery to my mailbox.

19. Why I did not attend meetings at the [redacted] residence. From 2005 until the meetings moved to the Rossi residence, the Association's meetings were held in the private homes of its officers, principally the home of [redacted] one special meeting, called by notice dated September 11, 2006 for September 15, 2006, was called to be held outdoors in front of the Wheaton residence at 23 Lake Centerton Drive. I did not attend them. In 2004 and 2005 Mr. [redacted] as an officer of the Association, communicated about my dues with my business and my bank using State resources; that conduct is the subject of the Consent Order (Exhibit H; paragraphs 21-22 below). The day after I filed my March 29, 2005 complaint with the Executive [redacted] on Ethical Standards, [redacted] Wheaton, then a member of the Board of Directors, telephoned me. She was enraged and emotional. She said Mr. [redacted] was being questioned by the New Jersey Attorney General's office, and she made clear she blamed me for the trouble he was potentially in. I would not go into Mr. [redacted] home to conduct Association business after that, and I said so in writing on July 14, 2024.

20. The incident at the [redacted] residence reported to me by [redacted] At a meeting of the Association held at the [redacted] residence, in a year I do not now recall, homeowner [redacted] who is listed as a Board member in the July 16, 2024 minutes (Exhibit X), made comments to a homeowner couple that were taken as racial remarks; the couple left the meeting and, to my knowledge, never attended another meeting of the Association. The couple were [redacted] and his wife. I was not present. I learned of the incident from [redacted] then a member of the Association and my neighbor and friend, and I state it here on the basis of what he told me. Defendants Wheaton and Rossi have first-hand knowledge of it. The incident is one of the reasons I stated in my July 14, 2024 letter that meetings in the homes of homeowners are unacceptable "given the history of interactions and ongoing disputes among homeowners."

D. The [redacted] period and the Consent Order (Exhibit H)

21. In 2003 I was in a dispute with the Association over its failure to hold open meetings, to maintain the dam, to give me access to its records and to offer dispute resolution, and I began to withhold my dues. [redacted] was then Vice President, and in 2004 President, of the Association. During 2003 through 2005 Mr. [redacted] communicated about my dues with me, with my business, [redacted] and with my bank, Minotola National Bank, using his State of New Jersey email account and fax. On March 29, 2005 I filed a written complaint with the New Jersey Executive [redacted] on Ethical Standards (now the State Ethics [redacted] about Mr. [redacted] use of State resources.

22. Exhibit H is a true copy of the Consent Order entered by the State Ethics [redacted] on March 27, 2006 in Agency Docket No. 18-05, In the Matter of [redacted] together with the [redacted] letter of February 2,

2010 transmitting it to me in response to my written request of January 26, 2010. I am "the homeowner" referred to in paragraph 12 of the Consent Order. A certified copy has been requested from the [redacted] by letter dated August 18, 2026 and will be substituted when received. I offer the Consent Order for what it recites about the Association's officers and the Association's ownership of the lake and dam, and to explain why I will not attend Association meetings in the [redacted] home; I do not offer it as a finding of guilt, which by its own terms it is not.

E. My written demands to the Association, 2003-2013 (Exhibits JJ and file letters)

23. Exhibit JJ is a true copy of my letter dated June 5, 2003 to [redacted] Wheaton, then an officer of the Association, requesting "all information related to insurance coverage of the Lake Centerton Park Homeowners Association." I never received a response.

24. On September 12, 2006 I wrote to my then attorney, Michael A. Hoffman, Esq., stating the grounds on which I was withholding dues: no open meetings on advance written notice under N.J.S.A. 45:22A-46, no safe dam, no access to documents, and no ADR. On January 9, 2007 the Association recorded a lien on my property for [redacted] On April 23, 2007 I wrote to [redacted] Wheaton objecting to late notice of a meeting.

25. I twice proposed in writing that the parties' disputes be resolved without litigation. Exhibit QQ-1 is a true copy of my written proposal titled "Proposal to Resolve Dispute," dated January 20, 2010, in which I stated that the issues in dispute "can only be resolved with the participation of a Neutral" and that "[a] mutually agreed upon Neutral combined with an Alternate Dispute Resolution (ADR) will inevitably resolve this matter at little or no cost." Exhibit QQ-2 is a true copy of my letter dated April 23, 2010 to Clifford Wheaton, again titled "Proposal to Resolve Dispute," in which I stated, "I have suggested mediation through alternate dispute resolution (ADR) procedures," and proposed that upon acceptance I would "promptly set aside the sum $4,600.00 to be held in trust by a mutually agreed upon CPA Firm," that within 30 days the parties would agree on an accredited mediator, and that if mediation did not resolve the dispute within 90 days the parties would proceed "under N.J.S.A. 45:22A-44 which requires associations to provide fair and efficient means for unit owners to resolve disputes." The letter listed the four areas in dispute: the directors' failure to maintain and operate the dam under Section 5(a) of the Declaration; open meetings at a public facility with proper notice and minutes; a fair and efficient means of dispute resolution; and the Association's failure of basic governance, fair elections, and the conduct of certain individuals. Mr. Wheaton acknowledged receipt by email on April 26, 2010, writing that he had "reviewed your Proposal to Resolve Dispute letter," that he personally was "willing to set your dispute aside for now," and that he could "bring your proposal up with the other Board Members" (Exhibit J). The Board never accepted either proposal, never

named a mediator, and never provided the alternative dispute resolution procedure. Because the proposal was never accepted, the $4,600 was never placed in trust; I withheld the disputed sums, as stated in paragraph 3.

26. On March 14, 2012 I wrote to the Association's attorney, Michael Gruccio, Esq., disputing the lien and the officers' authority, demanding financial records and minutes, and offering to pay the withheld dues if the Association would hold its meetings in a public facility. I filed complaints with the Department of Community Affairs in 2012 and renewed them in 2013.

27. Exhibit L is a true copy of the letter dated April 24, 2012 from Edward R. Hannaman, Esq., Association Regulation, New Jersey Department of Community Affairs, addressed to me, determining that the Planned Real Estate Development Full Disclosure Act applies to the Association and stating "We expect compliance in the future." I received it in the ordinary course.

28. On February 25, 2020 the Association recorded a Certificate discharging the 2007 lien. A true copy is Exhibit II.

Redacted: plaintiff's personal financial information

Rossi as Vice President and attested by Mr. Wheaton as Secretary, states that "The claim has been paid, satisfied and settled by the parties." That discharge did not end the matter: on February 14, 2023 the Association recorded a new Notice of Lien Claim against my property for the period from November 2018 (Exhibit MM; paragraph 51 below).

F. The dam and the State's records (Exhibits K, M, N, O, P, Q, R, S, T, U, BB, CC, DD, FF)

29. The exhibits in this section are true copies of documents produced to me by the New Jersey Department of Environmental Protection ("NJDEP") in response to my requests under the Open Public Records Act, as follows: (a) Exhibits K, N, Q (memorandum), R and S were produced by Clint J. Oman, P.E., Bureau Chief, Bureau of Dam Safety, by email on July 27, 2026 as a single 13-page scan, which I split by document without altering any page; (b) Exhibits M, O, P, Q (emails), T, U, BB, CC and DD were produced by Richard G. Tamagno, P.E., Principal Civil Engineer, NJDEP Division of Dam Safety and Flood Engineering, in six emails on August 7, 2026 (72 files in all), which I downloaded and filed without alteration; and (c) Exhibit FF consists of the transmittal emails from Mr. Oman (July 27, 2026) and Mr. Tamagno (August 7, 2026) and my confirmation of receipt. The request was OPRA Request No. 398696.

30. Exhibit K: NJDEP letter of July 14, 2011 to the Association, attention Cliff Wheaton, confirming the dam's Class II (Significant Hazard) classification and requiring a permit application "in accordance with the provisions of your loan agreement by October 15, 2011."

31. Exhibit M: email of October 25, 2015 from [redacted] to NJDEP (forwarded internally October 26, 2015) stating that the Association had a DEP-approved plan to rebuild the dam, bids of $2 million and $3 million, and had "already spent over $60,000 in engineering costs of our State loan of [redacted] million." Mr. [redacted] was a member of the Association and worked with me on the dam rehabilitation effort.

32. Exhibit N: NJDEP Dam Permit No. 1494 issued July 28, 2015 to "Lake Centerton Park Homeowners Assoc., Inc." to "rehabilitate the Centerton Lake Dam," effective July 28, 2015, expiring July 28, 2017. No rehabilitation work was ever performed under it; I live on the lake and would have seen it.

33. Exhibit O: email of July 7, 2016 from Kevin Loftus, Loftus Construction, to NJDEP stating that the Association had asked his firm to find cost savings on the rehabilitation plans, that construction was estimated at $3.0 million and the State loan approved at $1.2 million.

34. Exhibit P: emails of January 28, 2020 (Tamagno to Wheaton: "The last thing we have in the file is a letter from 2016 that you sent to Green Acres offering to donate the property") and January 30, 2020 (Wheaton to Tamagno, copying Michael Rossi and [redacted] Wheaton: "I have had several others with some of our Homeowner members and can confirm that we have no intentions or desire to repair the dam"). I never received notice of any 2016 offer to donate the property, and no meeting or vote of members that I know of considered it. No one from the Board asked me whether I wished to repair the dam.

35. Exhibit Q: email of October 23, 2020 from Cari Wild, NJDEP Green Acres, to John Moyle, NJDEP ("the Lake Centerton Park Homeowners Association has offered the former lake area (#D-1711005), now wetlands, as a donation to Green Acres"), Mr. Moyle's transmittal of November 9, 2020, and Mr. Moyle's memorandum of November 9, 2020 to Ms. Wild reporting the October 28, 2020 inspection ("entire dam, spillway, and appurtenant works are in a severe state of disrepair") and advising "that the structure be formally [redacted] before the State of New Jersey considers taking ownership of the associated property." I never received notice of any 2020 offer to donate the property.

36. Exhibit R: NJDEP letter of May 24, 2021 to the Association directing "the owners of the dam ... to provide a schedule for [redacted] the Dam by July 31, 2021." Exhibit S: NJDEP letter of August 11, 2021 extending the deadline to December 31, 2021, warning of a Notice of Violation and Offer of Settlement, and stating "the lake must remain lowered, and the spillway gate channels must be maintained clear of debris until such time that the dam is [redacted] or rehabilitated." I was never told of either letter by the Association.

37. Exhibit T: email of January 24, 2023 from James Hunt, P.E., Princeton Hydro, to NJDEP ("we are under contract with CU Maurice River, who secured the funding for our current scope of work. ... We have had no direct interaction with the owners/HOA"), and email of January 29, 2023 from Clifford Wheaton to NJDEP, copying Michael Rossi and others, reporting grants of $25,000 (The Nature Conservancy) and $35,000 (U.S. Fish and Wildlife Service) "Through CU Maurice River" for a [redacted] feasibility study and identifying Mr. Rossi as Vice President. The Association's meeting notice of May 28, 2022 (Exhibit SS) listed as an agenda item a "Status review of our efforts with Citizens United to [redacted] the dam." That is the first written reference to [redacted] I have found in anything the Association sent me. It gave no detail, and it was an agenda line for a meeting called to a private residence, which I did not attend. I was never told by the Association of the grants, of the feasibility study, of Princeton Hydro's engagement, or of any removal design, and no such matter was ever put to a vote of the members. The first description of "efforts ... to [redacted] the dam" I received was the agenda attached to the July 7, 2024 email (Exhibit V).

38. Exhibit U: NJDEP order dated January 16, 2024, signed by Clint J. Oman, P.E., to the Association as owner/operator, requiring a professional engineer's inspection report by April 15, 2024 and stating that failure "will result in the issuance of a Notice of Violation and Offer of Settlement (NVOS) with corresponding monetary penalties. No further extensions will be considered. In addition to the imposition of monetary penalties, an Order to drain the impoundment and remove the dam may also be issued." I was never told of this order by the Association.

39. Exhibit BB: emails of November 12-17, 2025 between Allie Brody, NJDEP Green Acres Program, and Mr. Tamagno, including Ms. Brody's statements that Curt Gellerman "was the Green Acres negotiator when this project first started" (referring to a September 2012 attendance sheet), her question about the "impact on potential sale," and her statement that "The owner has submitted an application to NRCS for assistance with removing the dam, but it did not rank high enough." I was never told of any NRCS application.

40. Exhibit CC: Ms. Brody's email of February 6, 2026 to Mr. Tamagno ("USFWS Maintenance Action Team (MAT) has conducted an initial site inspection ... This seems like a promising opportunity for the owners and ultimately the State to be able to acquire the property. ... Since this work will be completed while under the current HOA ownership, I don't believe Green Acres will need to be involved until the work is complete"), with the February 4, 2026 email of Marc Virgilio, U.S. Fish and Wildlife Service, summarizing the on-site meeting; and Mr. Virgilio's email of March 16, 2026 to NJDEP and Karla Rossini of CU Maurice River ("As part of our ongoing discussions around removal of Centerton Dam and potential acquisition ..."), in the thread produced as the March 18, 2026 email.

41. Exhibit DD: Clifford Wheaton's emails to Mr. Tamagno of August 1, 2026 (reporting that "On May 20, 2026 we contracted with a tree removal service company to also clear the beaver dam upstream from the spillway") and August 4, 2026 (the Green Acres "steps" email quoted at paragraph 78 of the Verified Complaint), each copying Michael Rossi and one other address, together with Mr. Tamagno's August 4, 2026 email to which the second replies. I first read these emails on August 7, 2026, when Mr. Tamagno's production arrived. Before that day I had no knowledge that appraisals of the lake property had been done, that a purchase offer was expected, that a contract for the Association's signature was contemplated, or that the dam was to be removed before a closing. No one from the Association has told me any of it to this day.

G. The 2026 assessment and my May 20, 2026 letters (Exhibits Y, Z, AA)

42. Exhibit Y consists of true copies of the letters dated May 4, 2026 and May 14, 2026 that I received from Clifford Wheaton on the Association's letterhead. I did not receive any notice of a meeting to consider the assessment, and I know of no meeting or vote on it.

43. Exhibit Z consists of true copies of the three letters that my wife and I signed and sent to Clifford Wheaton dated May 20, 2026 - the Notice, the Written Request for Alternative Dispute Resolution, and the Request for Production of Association Records - together with the United States Postal Service certified mail receipts (electronic return receipt) showing that each was mailed on May 21, 2026 to Cliff Wheaton, Secretary/Treasurer, Lake Centerton Park Homeowners Association, Inc., 23 Lake Centerton Drive, Pittsgrove, NJ 08318. As of the date of this Certification, I have received no response of any kind to any of the three letters, from Mr. Wheaton, from Mr. Rossi, from any other director, or from any attorney for the Association, and no document has been produced.

44. Exhibit AA consists of true copies of the Supplement to my July 15, 2024 complaint to the New Jersey Department of Community Affairs, Association Regulation Unit, as date-stamped received by the Unit on May 27, 2026, and the Unit's acknowledgment letter dated June 11, 2026. To my knowledge the Unit has not reviewed the complaint on its merits. I understand that filing this action places that complaint in abeyance, and I will send the Unit a copy of the filed complaint.

H. The August 18, 2026 letters and records request (Exhibits GG, KKK)

45. Exhibit GG consists of true copies of the letters dated August 18, 2026 that I signed in my own name and sent by email on August 18, 2026 to the addresses shown, to: (GG-1) the Board of Directors of the Association, c/o Clifford C. Wheaton, demanding immediate notice of my claims to the Association's insurers; (GG-2) the Board, notice of intent to sue under Article VII, Section 3 of the Declaration, naming the proposed sale and the dam

removal; (GG-3) the Board, request under N.J.S.A. 15A:5-24 for the year-end financial statements and the record of members; (GG-4) Allie Brody, NJDEP Green Acres Program; (GG-5) Marc Virgilio, U.S. Fish and Wildlife Service; and (GG-6) Karla Rossini, CU Maurice River; together with (GG-7) my letter of the same date to the State Ethics [redacted] requesting a certified copy of the Consent Order, sent by mail. On August 19, 2026 Ms. Brody replied by email: "Confirming receipt of your 8/18/26 letter. Please refer to Michael Rossi or Cliff Wheaton for any questions regarding this matter as they are the authorized representatives for the above referenced transaction." A true copy of her email is Exhibit GG-8. As of the date of this Certification I have received no other response to any of these letters.

45A. Also on August 18, 2026, I submitted a records request under the Open Public Records Act to the New Jersey Department of Environmental Protection, request No. 404058, for the Green Acres acquisition file for Block 1503, Lot 73 (project D-1711005), in six items, including the two appraisals, the Certified Market Value determination, and any resolution, vote tally, certificate of incumbency or attorney opinion submitted by the Association to Green Acres evidencing its authority to convey the parcel. On August 25, 2026 the Department denied the request in full, all six items, producing nothing. Exhibit KKK is a true copy of the Department's completed Government Records Request Form (SONJ-RRF-2) as the Department sent it to me on August 25, 2026, marked "Denied - Closed," with the Department's Addendum Disposition Notes stating that "the requested records are Green Acres, Blue Acres or Natural Lands Trust land acquisitions records that are confidential pursuant to N.J.S.A. 47:1A-9 & N.J.A.C. 7:1D-3.2(c)," together with the Department's receipt of the request dated August 18, 2026.

I. Insurance (Exhibits EE, HH)

46. Exhibit EE consists of true copies of the dues invoices and account statements I received from the Association dated January 28, 2024, January 11, 2025 and January 26, 2026, showing among other things payments to "Selective Insurance" for "Liability Insurance Premium" and to "Arthur J Gallagher" for "Directors & Officers Policy," and payment of Township taxes on "Block 1503 Lot 73." The Association has never given me a copy of any insurance policy, application or binder, or told me who its directors and officers carrier is, despite my request of June 5, 2003 (Exhibit JJ) and items 13 and 14 of my May 20, 2026 request (Exhibit Z).

47. Exhibit HH is a true printout, made on my behalf on August 18, 2026, of the New Jersey Department of Banking and Insurance / NAIC State Based Systems public licensee record for "Rossi, Michael M III," License No. 8011097, business address Centerton, NJ 08318, showing an active New Jersey insurance producer license with property, casualty and other lines of authority, first licensed July 15, 1969. I believe this record refers to defendant Michael Rossi, who resides at 26 Lake Centerton Drive, Centerton (Pittsgrove Township), and whose email address

on the Association's correspondence is [redacted] the same address shown on the license record. I also know Mr. Rossi to be in the insurance business: before I bought my property in 2001 I met with him at his place of business, Allied Insurance in Vineland (paragraph 2 above). I do not know from my own knowledge whether the Association's insurance has been placed through him or his agency, and the Verified Complaint pleads that question as unknown.

J. Harm

48. I bought a lakefront home. When I bought in 2001, the lake was a paradise view from my backyard: wooded lands on the west, sunset side; eight homes nestled around the water; eagles and ospreys; a gorgeous setting not replaceable at any other lake. I have numerous photographs of that view. Since December 2009 the lake has been drawn down and has not been restored, and the lakebed has become overgrown with vegetation. The value of my property as lakefront property depends on the lake. If the dam is removed and the parcel is conveyed to the State, the lake cannot be restored and my property will permanently lose its lakefront character and its easement of enjoyment in the common land. I have not yet obtained an appraisal; I ask that the amount of my damages be determined on the plenary track after the Court decides the equitable claims.

K. The Salem County Clerk record (Exhibits KK, LL, MM, NN, OO)

49. Exhibit KK is a copy of the deed dated February 7, 2022 and recorded February 8, 2022 in the Salem County Clerk's Office at Deed Book 4621, Page 116, by which the Association, signing by Clifford C. Wheaton as Secretary, conveyed 12.97 acres, more or less, of Block 1503, Lot 73 to Michele Mehaffey and Douglas K. Mehaffey for $20,000, "to be added to Lot 79," following a minor subdivision approved by the Pittsgrove Township Planning Board on November 11, 2021 (Resolution No. 21-17, November 23, 2021). Mr. Wheaton's is the only signature for the Association; he also signed the Seller's Residency Certification as "Secretary." The only communication to the members concerning the conveyance that I have found is Mr. Wheaton's letter of April 25, 2021 (Exhibit UU), which proposed the sale, invited objections, and stated that silence would be noted as agreement. It is a letter, not an email; my earlier recollection that it was an email was mistaken. I did not respond to it. I have found no notice of any meeting to consider the subdivision or the sale, no ballot, and no consent form, and to my knowledge no meeting was held and no vote was taken. The letter described "the 10 + acres of our land that is located on the west side of the lake"; the deed ultimately conveyed 12.97 acres. Mr. Wheaton's letter of February 19, 2022 (Exhibit VV) told the members that the sale had closed and that the $20,000 would be applied to the principal of the Association's State dam loan, and attached a payment schedule showing that application on February 19, 2022; his meeting notice of May 28, 2022 (Exhibit SS) reported the same thing. The Association has never

produced, and has never offered to the members, any resolution of its Board authorizing the sale, any record of a member vote or written consent, any offer of dedication to Pittsgrove Township, the subdivision application, or the closing statement, and my request of May 20, 2026 for those records (Exhibit Z) has not been answered. No one asked the members whether the parcel should first be offered to Pittsgrove Township.

50. Exhibit LL is a copy of the companion deed of the same date, Association to Association, recorded at Deed Book 4621, Page 110, which re-describes the remainder of Block 1503, Lot 73 after the 12.97 acres were taken out as containing 87.2 acres, more or less. Like Exhibit KK, it is signed for the Association by Mr. Wheaton alone as "Secretary," without corporate attestation or seal, and its acknowledgment is in the individual form.

51. Exhibit MM is a copy of the Notice of Lien Claim dated December 20, 2022 and recorded February 14, 2023 at Book 4657, Page 19, filed against my property by the Association, signed by [redacted] as President and attested by Mr. Wheaton as Secretary. Its Schedule A lists biannual dues of $500 for eight periods from January 2019 through August 2022 and nine "Damn Loan Repayment" [sic] charges from November 2018 through November 2022 (eight of $365.45 and one of $324.85), a subtotal of $7,248.45, attorney's fees of $2,416.15 and a $60 recording fee, for a stated total of $9,724.60. I dispute those assessments for the reasons stated in paragraph 3: the "Damn Loan Repayment" charge was never adopted at any meeting of members or of the Board, and Mr. Wheaton fixed its amount unilaterally by letter to the membership. The Association's counsel, The Ritter Law Office, L.L.C., sent me copies of the lien claim package under cover letters to the Salem County Clerk dated January 9, 2023 and February 9, 2023, each of which shows me as a copy recipient; both packages are in my files (Exhibit XX). I did not learn until August 18, 2026, from the County Clerk's records, that the lien claim had in fact been recorded on February 14, 2023 at Book 4657, Page 19, and no recorded copy was ever sent to me. Exhibit NN consists of copies of the lien claims the Association recorded the same day, through the same counsel, against [redacted] A. [redacted] (Book 4657, Page 23) and [redacted] (Book 4657, Page 28); I attach them because they show the same instrument was recorded against two other members on the same day, and because the July 16, 2024 minutes (Exhibit X) list a delinquency of [redacted] for "Tony [redacted]

52. Exhibit OO is a copy of Certificate of Sale for Unpaid Municipal Liens No. 25-00037, by which the Tax Collector of Pittsgrove Township certifies that on January 15, 2025 she sold Block 1503, Lot 73, assessed to "Lake Centerton Pk Homeowners Assoc," to Trystone Capital Assets, LLC, P.O. Box 1030, Brick, New Jersey, for $2,326.60 (2024 taxes of $2,209.84, interest of $71.14 and costs of $45.62), subject to redemption at 18 percent per annum; it was recorded May 9, 2025 at Book 4728, Page 239. The July 16, 2024 minutes (Exhibit X, paragraph 5(c)) record the decision to "postpone paying any Township taxes on the common lake property in an effort to get

the Township to take over the common property and dam." I received no notice of any meeting or vote on withholding the taxes. I first learned that the parcel had been sold at tax sale on August 18, 2026, from the County Clerk's records; no communication from the Association has told me of the tax sale or the certificate. On August 21, 2026 I asked the Pittsgrove Township Tax Collector, Jennafer L. Hernandez, for the amount due on Certificate No. 25-00037 and for the name of its holder. She replied on August 24, 2026 with Lien Redemption Work Sheets for that certificate and for a second certificate I had not known existed. Exhibit HHH is a true copy of both worksheets as she sent them to me.

52A. From those worksheets and from a telephone call with Ms. Hernandez on August 24, 2026, I learned the following. Certificate No. 25-00037 has not been redeemed; as of August 24, 2026 it requires $3,108.68 to redeem. The Association also failed to pay the 2025 taxes, and on January 14, 2026 the Township sold Block 1503, Lot 73 at tax sale a second time, issuing Certificate of Sale for Unpaid Municipal Liens No. 26-00018 in the amount of $5,192.02, likewise at 18 percent; as of August 24, 2026 it requires $9,758.23 to redeem. Both certificates carry the statutory maximum interest rate of 18 percent and a premium of $0.00. The Association also failed to pay the 2026 first, second and third quarter taxes, totaling $3,690.35; the certificate holder paid them on August 5, 2026 and they have been added to the second certificate at 18 percent. Ms. Hernandez confirmed that nothing further is presently delinquent and that the fourth quarter 2026 taxes of $1,223.08 fall due November 1, 2026. The worksheets identify the present holder of both certificates as Foundation Properties, LLC, of 181 Buck Road, Pittsgrove, New Jersey. No communication from the Association has ever told me of either tax sale, of either certificate, or that the taxes were going unpaid.

52B. On August 24, 2026 I telephoned Eric Krwawecz, the principal of Foundation Properties, LLC, at the telephone number the Tax Collector's office provided, and offered to purchase both certificates by assignment at their full redemption value plus a premium. Mr. Krwawecz declined. He told me that he buys tax sale certificates to hold as investments, that he is not looking to sell, and that he sells a certificate only occasionally, when it suits him. The call was recorded on my office telephone system and I have preserved the recording.

53. Each of Exhibits KK through OO is a copy of the recorded instrument as downloaded from the Salem County Clerk's public land-records website on August 18, 2026 on my behalf, bearing the Clerk's book, page and instrument-number legend on each page.

L. Notice of this application

54. On August 21, 2026, before filing, I sent a copy of the Verified Complaint, the proposed Order to Show Cause and this Certification by email to Clifford C. Wheaton at [redacted] the address from which he sends the Association's correspondence, with a copy to Michael M. Rossi III at [redacted] and stated that the papers would be filed. The papers are being filed on August 27, 2026, and on this date, before filing, I sent Mr. Wheaton and Mr. Rossi a further email giving notice that the papers, as finalized, are being filed today. Any paper copy I send to Mr. Wheaton I send by regular mail rather than certified mail, because Mr. Wheaton does not retrieve certified mail from the post office: the certified copies of my three letters of May 20, 2026 went unclaimed and were returned.

M. Exhibit list

55. The exhibits attached to this Certification are listed in the Exhibit List filed with it (Document 08). Each is a true copy of the document described.

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.

Dated: August 27, 2026

Ronald W. Yarbrough