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Proposed Final Order and Judgment

Source: Superior Court of New Jersey, eCourts, SLM-C-000017-26, Trans ID CHC2026274709; filed by Plaintiff

Published by Ronald W. Yarbrough, plaintiff, as part of the public record of Yarbrough v. Lake Centerton Park Homeowners Association, Inc., et al., Superior Court of New Jersey, Chancery Division, Salem County, Docket No. SLM-C-000017-26.

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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 ORDER AND JUDGMENT ON RETURN OF ORDER TO SHOW CAUSE (Preliminary Injunction; Summary Judgment on Counts One, Three, Four, Five, Six, Seven and Eight)

THIS MATTER having been opened to the Court by plaintiff Ronald W. Yarbrough, pro se, by Order to Show Cause dated _____, 2026, on the Verified Complaint, the Certification of Ronald W. Yarbrough with exhibits, the Certification of Kathleen A. Yarbrough (non-party witness), and plaintiff's brief; and defendants Lake Centerton Park Homeowners Association, Inc., Clifford C. Wheaton, Michael M. Rossi III, Michele Mehaffey and Douglas K. Mehaffey having been served [and having appeared through _____, Esq. / and having failed to appear or oppose]; and the Court having considered the papers and the arguments of the parties on the return date of _____, 2026; and the Court having found that plaintiff has shown, by clear and convincing evidence, irreparable harm, a settled legal right, a reasonable probability of success on the merits, and a balance of hardships in his favor, and that Counts One, Three, Four, Five, Six, Seven and Eight present no substantial issue of material fact and are appropriate for summary disposition under R. 4:67-1, R. 4:67-2 and R. 4:67-5; and for good cause shown;

IT IS on this _____ day of _____, 2026, ORDERED AND ADJUDGED as follows:

1. **Declaratory judgment - authority to convey (Counts One and Three).** The Board of Directors of Lake Centerton Park Homeowners Association, Inc. (the "Association") has no authority to sell, dedicate, transfer, contract to transfer, or otherwise dispose of the real property known as Block 1503, Lot 73, Township of Pittsgrove, Salem County (the "Property"), or any interest in it, and no authority to authorize, permit, contract for or consent to the removal, breach or [redacted] of the Centerton Lake dam (NJDEP Dam File No. 35-3), unless and until: (a) the Association has first offered to dedicate the Property to the Township of Pittsgrove or to a government agency suggested by the Township's Planning Board, as required by Article SEVENTH of the Certificate of

Incorporation; (b) the Board has, at a meeting of the Board noticed and held in compliance with N.J.S.A. 45:22A-46(a) and N.J.A.C. 5:26-8.12, adopted a resolution recommending the transaction and directing that it be submitted to a vote of the members, as required by N.J.S.A. 15A:10-11(a)(2)(a); (c) written notice of a meeting of members for that purpose, accompanied by a statement summarizing the principal terms of the proposed transaction, has been given to every member of record not less than 20 nor more than 60 days before the meeting, as required by N.J.S.A. 15A:10-11(a)(2)(b) and Article SEVENTH; and (d) the transaction has been approved by the affirmative vote of two-thirds of the outstanding votes of the Class A and B members at that meeting, or by the written consent of members holding two-thirds of those votes in compliance with N.J.S.A. 15A:5-6, as required by Article SEVENTH and N.J.S.A. 15A:5-12; and, as to removal of the dam, (e) an amendment of Article VII, Section 5 of the Declaration of Covenants and Restrictions has been approved by two-thirds of the outstanding votes and recorded in accordance with Article VII, Section 2 of the Declaration. Article SEVENTH governed the conveyance of 12.97 acres of the Property to Michele Mehaffey and Douglas K. Mehaffey by deed dated February 7, 2022 and recorded at Deed Book 4621, Page 116, and that conveyance was made without the member approval and the offer of dedication Article SEVENTH requires and without compliance with N.J.S.A. 15A:10-11; the Association, Wheaton and Rossi shall account to the members in writing, within thirty (30) days, for that transaction and for the disposition of the $20,000 consideration. Nothing in this Order affects the title of the grantees under that deed, the Mehaffey Defendants; the relief sought as to that conveyance (Count Two; Prayer J) is reserved to final hearing, and no relief is granted against the Mehaffey Defendants by this Order.

2. **Preliminary injunction (Counts One and Three).** Pending final judgment, the Association, Clifford C. Wheaton, Michael M. Rossi III, their officers, directors, agents, and all persons acting in concert with them who receive actual notice of this Order, are enjoined and restrained from (a) executing, delivering, accepting or performing any offer, option, agreement of sale, contract, deed, easement, dedication or other instrument transferring or agreeing to transfer any interest in the Property, including with the State of New Jersey, Department of Environmental Protection, Green Acres Program (Project No. D-1711005); and (b) authorizing, permitting, contracting for, consenting to or performing any removal, breach, drawdown or [redacted] work on the Centerton Lake dam, other than emergency measures required in writing by the New Jersey Department of Environmental Protection for public safety and the routine clearing of spillway channels of debris as directed by that Department; in each case unless and until the steps set forth in paragraph 1 have been completed and the Association has filed with the Court and served on plaintiff proof of compliance. [If a contract has been executed by the return date: and any such contract executed without such compliance is declared to have been executed without

corporate authority; plaintiff is granted leave to join the other parties to it and to move for an order setting aside and enjoining its performance under N.J.S.A. 15A:3-2(a).]

3. **Disclosure to members.** Within ten (10) days, the Association shall furnish to plaintiff and to every member of record true copies of every offer, appraisal, draft or executed contract, application, grant agreement, and communication with the Green Acres Program, the United States Fish and Wildlife Service, Citizens United to Protect the Maurice River and Its Tributaries, Inc., Princeton Hydro, the Natural Resources Conservation Service, and the New Jersey Department of Environmental Protection concerning the disposition of the Property or the removal of the dam, from January 1, 2012 to the date of this Order, together with the subdivision application, any authorization, the closing statement and the disposition of proceeds of the conveyance recorded at Deed Book 4621, Page 116, and the records of the January 15, 2025 tax sale of the Property and any redemption.

4. **Open meetings (Counts Four and Seven).** The Association shall (a) conduct every meeting of its Board and of its members at which any binding action is to be taken as a meeting open to attendance by all members, at a neutral public facility within or near the development (such as the Pittsgrove Township Senior Center, 743 Centerton Road, or a municipal building), and not at the private residence of any director, officer or member; (b) give every member of record written notice of each such meeting, by mail and by email where an email address has been furnished, at least seven (7) days before the meeting, stating the time, date, location and agenda; (c) within thirty (30) days, and at the beginning of each calendar year thereafter, adopt, post at the development and distribute to every member a schedule of its open meetings for the year, including their locations; (d) take minutes of each open meeting and furnish them to every member before the next open meeting and in any event within thirty (30) days; and (e) take no binding action of the Board or of the members by email, telephone, or by treating members' silence or non-response as approval. The assessment described in the Association's letters of May 4 and May 14, 2026 was not validly adopted, and any sums collected under it shall be credited to the members who paid them.

5. **Annual meeting and election (Prayer M).** Pursuant to N.J.S.A. 15A:5-2, the Association shall notice and hold an annual meeting of its members, at a neutral public facility as provided in paragraph 4, on not less than ten (10) nor more than sixty (60) days' written notice to every member of record stating the time, date, place and purposes of the meeting, on or before _____, 2026, at which meeting (a) the members shall elect a Board of Directors in accordance with Article SIXTH of the Certificate of Incorporation; (b) the Board shall report to the members on the matters described in paragraph 3 and on the Association's finances, insurance, and dealings with the New Jersey Department of Environmental Protection concerning the dam; and (c) such other business as is stated in the notice may be transacted. The members present in person or by proxy at that meeting shall constitute a quorum

for the business designated in this Order. The Association shall file with the Court and serve on plaintiff, within ten (10) days after the meeting, the notice, the attendance record, the minutes and the results of the election.

6. **Books and records (Count Five).** Pursuant to N.J.S.A. 15A:5-24, within twenty (20) days the Association shall (a) mail or deliver to plaintiff its balance sheet as of the end of the preceding fiscal year and its statement of income and expenses for that year; (b) make available to plaintiff for inspection and copying, at a reasonable time and place or by electronic delivery, its books and records of account, the minutes of all meetings of its members and Board, its record of members (name, address, and lot or lots owned), and each category of documents identified in plaintiff's Request for Production of Association Records dated May 20, 2026 (Exhibit Z to the Certification of Ronald W. Yarbrough), including its directors and officers and general liability insurance policies, applications and premium invoices from January 1, 2018 to the present, and the records described in paragraph 3 concerning the 2022 conveyance and the 2025 tax sale; and (c) as to any category for which no document exists, so state in a certification signed by an officer of the Association.

7. **Alternative dispute resolution (Count Six).** The Association has not provided the fair and efficient dispute-resolution procedure required by N.J.S.A. 45:22A-44(c). Within sixty (60) days the Association shall adopt, at an open meeting noticed in accordance with paragraph 4, and furnish to every member, a written alternative dispute resolution procedure that complies with N.J.S.A. 45:22A-44(c) and N.J.A.C. 5:26-8.2(c). The absence of such a procedure is not a bar to or condition of this action.

8. **Declaration - dam covenant (Count Eight).** [Alternative A - if the Court reaches Count Two on the return date:] The Association is ordered specifically to perform Article VII, Section 5(a) of the Declaration of Covenants and Restrictions by maintaining and operating the Centerton Lake dam in accordance with the directives of the New Jersey Department of Environmental Protection and by taking no step to remove, breach or [redacted] the dam except as provided in paragraphs 1 and 2. [Alternative B - if the Court holds the 60-day proviso of Article VII, Section 3 applies:] Count Eight is held in abeyance pending the expiration of sixty (60) days from plaintiff's notice of intent to sue dated August 18, 2026, without prejudice, and the restraints in paragraph 2 remain in effect.

9. **Tax sale certificates (Count Nine).** Within thirty (30) days the Association shall redeem Tax Sale Certificate No. 25-00037 (sold January 15, 2025; recorded May 9, 2025, Book 4728, Page 239) and Tax Sale Certificate No. 26-00018 (sold January 14, 2026), both presently held by Foundation Properties, LLC, shall pay the Township taxes on the Property as they come due pending final judgment, and shall file with the Court and serve on plaintiff proof of each redemption and of each payment.

10. **Plenary track.** Counts Two, Ten, Eleven, Thirteen and Fourteen of the Verified Complaint (the 2022 conveyance; breach of fiduciary duty; accounting; damages; punitive damages), and Count Twelve (custodian), which is pleaded but not applied for, are retained in the Chancery Division and shall proceed as a plenary action on the Chancery Division's calendar. Defendants shall file their Answer to those Counts within thirty-five (35) days of service of the Order to Show Cause, and a case management conference shall be held on _____, 2026. Plaintiff's demand for production of insurance agreements under R. 4:10-2(b) shall be answered within thirty (30) days.

11. **Security.** No security is required. R. 4:52-3.

12. **Retention of jurisdiction.** The Court retains jurisdiction to enforce this Order, including by application under R. 1:10-3, and to award such further relief as may be equitable and just. Plaintiff's request for costs, and for such fees as may be permitted by law or rule, is reserved to final judgment.

13. A copy of this Order shall be served on all parties within seven (7) days of its receipt by plaintiff, and a copy shall be furnished by plaintiff to the New Jersey Department of Environmental Protection, Green Acres Program and Bureau of Dam Safety, and to the New Jersey Department of Community Affairs, Association Regulation Unit.

[ ] Opposed
[ ] Unopposed

_____ , J.S.C.