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Supplemental Certification of Ronald W. Yarbrough, with Exhibits LLL and MMM

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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.

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-000017-26 Civil Action SUPPLEMENTAL CERTIFICATION OF RONALD W. YARBROUGH IN SUPPORT OF ORDER TO SHOW CAUSE (Return Date November 2, 2026) (with Exhibits LLL and MMM)

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

A. Purpose of this Certification

1. I am the plaintiff. I submitted my Certification with Exhibits A through KKK on August 27, 2026 (Trans ID CHC2026274709). This Supplemental Certification adds three matters that arose after that filing: (a) the running of the sixty-day period under Article VII, Section 3 of the Declaration, which the Verified Complaint (paragraph 130) and my Brief (Point IV) said I would supplement on the sixty-first day; (b) the Association's special meeting of September 8, 2026 and Mr. Wheaton's email to the membership of September 10, 2026, both of which occurred after this action was filed; and (c) the Answers filed by the defendants. 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.

B. The sixty-day period under Article VII, Section 3 has run

2. On August 18, 2026 I sent the Board of Directors, by email to Mr. Wheaton at [redacted] the address from which he sends the Association's correspondence, written notice under Article VII, Section 3 of the Declaration of my intention to bring this action and of the nature of my claims concerning the proposed sale of Block 1503, Lot 73 and the removal of the Centerton Lake dam. A true copy of that notice is Exhibit GG-2 to my August 27 Certification, and the proof of sending is Exhibit GG-2a. The notice asked the Board to confirm within seven days whether any offer, option, contract or agreement concerning the property or the dam had been signed,

and that the Board would take no further step toward either without a vote of the membership at a properly noticed open meeting.

3. I received no response to that notice from the Board, from Mr. Wheaton, from Mr. Rossi, or from anyone on the Association's behalf, within seven days or at any time since.

4. Sixty days from August 18, 2026 ran on October 17, 2026. More than sixty days have now passed since the Association received written notice of the nature of every claim pleaded in the Verified Complaint. My earlier notices of July 14, 2024 and May 20, 2026 (Exhibits W and Z) likewise received no response.

C. The Association's special meeting of September 8, 2026

5. This action was filed on August 27, 2026. On September 4, 2026 I sent the courtesy copies of the signed Order to Show Cause and the Verified Complaint required by paragraph 3 of the Order. The Salem County Sheriff served Mr. Rossi personally on September 10, 2026 and served the Association and Mr. Wheaton personally on September 17, 2026; the Cumberland County Sheriff served the Mehaffey Defendants on September 11, 2026. The Notice of Lis Pendens was recorded in the Salem County Clerk's Office on September 9, 2026 as Instrument No. 2026007578, Book 4773, Page 1752.

6. On September 8, 2026 the Association held what its minutes call a "Special Homeowners Meeting" at the residence of Mr. Wheaton, 23 Lake Centerton Drive. I received no notice of that meeting. No notice of it was delivered to my residence by mail, no notice was sent to me by email, and no one telephoned me about it. I learned that the meeting had been held from Mr. Wheaton's email of September 10, 2026 (Exhibit MMM), and I received the minutes by regular mail on September 21, 2026. A true copy of the minutes, three pages, signed by [redacted] as Secretary and dated September 10, 2026, is Exhibit LLL.

7. The minutes record the following. The meeting was held at Mr. Wheaton's home. Seven households were present: Wheaton, [redacted] Rossi, [redacted] and [redacted] Mr. Rossi called the meeting to order. "An offer from Green Acres for $315,000.00 has been made to purchase the lake property." The United States Fish and Wildlife Service "will perform the physical labor involved in the dam and spillway removal." "All members present, and in good standing, agreed that we need to move forward with paying off the taxes and liens associated with the lake property," and Mr. Wheaton would "determine the cost and inform the Association members of the amount per household." A member who was not present, [redacted] had emailed Mr. Wheaton that he could not agree to the offer without answers to four questions about water level, property values, the Association's future expenses, and public access. Paragraph 5 of the minutes states: "Due to the recent legal action taken against the Association, Green

Acres has stepped back from this deal." Paragraph 6 records: "All members present and in good standing voted"; "It was a unanimous 7-0 vote to accept the offer"; and "Mike Rossi agree[d] to draft a letter to Green Acres that the Homeowners have voted with a two thirds majority vote to move forward with the offer pending some additional information and concerns that need to be addressed and pending the litigation issues that need to be resolved."

8. The minutes do not record any of the following, and I have never received any of them: a written notice of the meeting to every member stating its date, time, place and purpose; an agenda; a written summary of the principal terms of the Green Acres offer; a copy of the offer or of either appraisal; an offer of dedication of the property to Pittsgrove Township or to any government agency; a resolution of the Board of Directors recommending the sale; or any statement of what "in good standing" means or who decided which members were in good standing. Lake Centerton Park contains ten residential lots. The minutes name seven households as voting, one as absent, and do not mention the other two, which are my household and the [redacted] household.

9. The minutes are the first record I have seen, in twenty-five years of membership, of any vote of members concerning the disposition of the Common Area. They record that the vote was taken after this action was filed, after Mr. Wheaton and Mr. Rossi had received the papers by email on August 21 and August 27, 2026 (my August 27 Certification, paragraph 54), and after the Notice of Lis Pendens was recorded. The minutes themselves state that Green Acres has "stepped back" because of this action and that the members' vote is "pending the litigation issues that need to be resolved."

D. Mr. Wheaton's email of September 10, 2026

10. On September 10, 2026 at 10:01 AM Mr. Wheaton sent an email, subject "Pittsgrove Township Tax Lien Redemption Certificates," to Mr. Rossi, five other members, the [redacted] and me, attaching two redemption certificates issued by the Pittsgrove Township Tax Collector for Block 1503, Lot 73. A true copy of the email as I received it, with both attachments, is Exhibit MMM.

11. In that email Mr. Wheaton, signing as "Vice President / Treasurer," states that Certificate 25-00037 "is for the 2024 taxes that the HOA stopped paying with the taxes due 8/1/24," with $3,150.56 due by September 30, 2026; that Certificate 26-00018 "is for the 2025 total taxes and 2026 subsequent taxes through 8/1/26," with $9,918.11 due by September 30, 2026; and that "the HOA now owes a grand total of $13,068.67 or $1,306.87 split between the 10 homeowners." He then states: "Unfortunately, with Mr. Yarbrough's and the [redacted] regular history of not meeting their financial obligations to the HOA, each Homeowner will need to pay $1,633.58," and directs each

homeowner to deliver a check to him by September 21, 2026 so that he can deliver a cashier's check to the Township by September 30, 2026.

12. No meeting of members was noticed or held to adopt an assessment of $1,633.58 per household. The September 8 minutes record only that Mr. Wheaton would determine the cost and inform the members of the amount. No notice of that assessment, and no invoice for any share of the redemption, was sent to me. As of the date of this Certification I have received no notice from the Association, from Mr. Wheaton, or from anyone on the Association's behalf stating that either certificate has been redeemed. Whether redemption occurred is within the knowledge of the Association and of the Pittsgrove Township Tax Collector.

13. Mr. Wheaton's statement that the Association "stopped paying" the taxes "due 8/1/24" confirms paragraph 106 of the Verified Complaint and paragraph 5(c) of the July 16, 2024 minutes (Exhibit X). The taxes on the Common Area are an expense of the Association paid from the assessments of its members.

E. The Answers

14. On October 15, 2026 the Association, Mr. Wheaton and Mr. Rossi filed an Answer through Marks, O'Neill, O'Brien, Doherty & Kelly, P.C. (Trans ID CHC2026331033). On October 20, 2026 the Mehaffey Defendants filed an Answer through The Went Law Firm, LLC (Trans ID CHC2026336133). Both are on the docket and I refer the Court to them. Neither Answer states that any meeting of members was noticed or held, that any vote of members was taken, that any written consent of members was obtained, or that any offer of dedication to Pittsgrove Township was made, in connection with the February 7, 2022 conveyance or the proposed sale to the State. The Association's Answer admits (paragraph 9) that the Association conveyed the parcel to the Mehaffey Defendants in 2022 and admits (paragraph 71) that NJDEP issued Dam Permit No. 1494 on July 28, 2015 to rehabilitate the dam. The Mehaffey Defendants' Answer admits (paragraphs 9, 83 and 85) the deed, its date and recording, the 12.97 acres, the $20,000 consideration and Mr. Wheaton's sole signature as Secretary, and states (paragraphs 20 and D) that the Mehaffey Defendants have never claimed or exercised a Class B or any other vote in the Association and claim none.

15. The Association's Answer, paragraph 4, denies that I was "a member in good standing during the relevant periods." It states no date, no amount and no basis. Neither the Certificate of Incorporation (Exhibit A) nor the By-Laws (Exhibit E) contains any provision suspending the vote or the membership of an owner for non-payment, and the only use of the words "good standing" in either document is in Article VI, Section 2 of the By-Laws concerning

inspection of the minutes. The Association has produced none of the records I demanded on May 20, 2026 (Exhibit Z) and has never furnished me an accounting of the sums it claims from me.

16. As of the date of this Certification, no response to the Order to Show Cause under paragraph 5 of the Order has been served on me.

F. Exhibits

17. The exhibits attached to this Certification continue the lettering of my August 27 Certification:

- Exhibit LLL - Minutes of the Lake Centerton Park Homeowners Association "Special Homeowners Meeting" of September 8, 2026, dated September 10, 2026, signed by [redacted] Secretary, three pages, as received by regular mail on September 21, 2026.
- Exhibit MMM - Email from Clifford Wheaton, "Pittsgrove Township Tax Lien Redemption Certificates," September 10, 2026, as received, with its two attachments: Pittsgrove Township Tax Collector redemption certificates for Certificate 25-00037 and Certificate 26-00018, Block 1503, Lot 73.

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.

/s/ Ronald W. Yarbrough
Ronald W. Yarbrough
Plaintiff, Pro Se

Dated: October 21, 2026

EXHIBIT LLL

Minutes of the LCPHA Special Homeowners Meeting of September 8, 2026 [redacted] dated September 10, 2026), as received by mail September 21, 2026

Lake Centerton Park Homeowners Association, Inc
Pittsgrove, NJ 08318

Special Homeowners Meeting
September 8, 2026
Minutes

September 10, 2026

A membership meeting of the Lake Centerton Park Homeowners Association was held on Wednesday September 8, 2026 at 7:00 pm at [redacted] Wheaton's home (23 Lake Centerton Drive).

Members in attendance: [redacted] & Cliff Wheaton, [redacted] Mike & [redacted] Rossi, [redacted] & [redacted] & [redacted] & [redacted]

Minutes:

1) Meeting was called to order by Mike Rossi.

2) Discussion of Green Acres vs Association paid for state-mandated dam [redacted]
   a) An offer from Green Acres for [redacted] has been made to purchase the lake property. This offer includes a fair price, payment in full at closing with no contingencies, no real estate transfer tax to be paid by the association, and the State pays for all title, environmental assessments, and survey work.
   b) US Fish and Wildlife team will perform the physical labor involved in the dam and spillway removal.
   c) As part of this deal, our Association, in cooperation with CU Maurice River, will be responsible for the removal of debris on said property.
   d) The LCPHA will be responsible for the cost of the engineering design and plan, to be paid using the funds received through Green Acres.

3) Discussion to clear the Association of all taxes and liens.

a) All members present, and in good standing, agreed that we need to move forward with paying off the taxes and liens associated with the lake property.
b) Cliff will speak to the necessary agencies to determine the cost and inform the Association members of the amount per household to be paid so that the liens can be paid off by the end of September 2026.

4) Through an email to Cliff Wheaton, our newest member [redacted] who was not present, voiced some concerns before he could agree to The Green Acres offer.
a) What will the water level impact be on our shorelines, and what would our shorelines look like once the dam and spillway are removed?
b) What effect will this offer have on our property values?
c) What will the HOA responsibilities and expenses be, before and after this proposal is completed?
d) Where will public access be located, and how will our private property be protected?

5) Due to the recent legal action taken against the Association, Green Acres has stepped back from this deal. In a letter sent by Allie Brody, Project Manager, South Team Green Acres "We hope that, after consideration, you decide to accept our offer." "Your property is a beautiful site that provides important wildlife habitat, and which can provide a valuable public resource for years to come.

6) Mike Rossi made a motion to accept the Green Acres offer. [redacted] seconded this motion.

a) All members present and in good standing voted
b) It was a unanimous 7-0 vote to accept the offer
c) [redacted] who could not attend the meeting, indicated prior to the meeting that he could not support the offer without having more information
d) Mike Rossi agree to draft a letter to Green Acres that the Homeowners have voted with a two thirds majority vote to move forward with the offer pending some additional

information and concerns that need to be addressed and pending the litigation issues that need to be resolved.

7) There was no other business discussed and the meeting was adjourned.

Respectfully submitted,

[redacted]

Secretary

EXHIBIT MMM

Email from Clifford Wheaton, 'Pittsgrove Township Tax Lien Redemption Certificates,' September 10, 2026, with its two attachments (redemption certificates 25-00037 and 26-00018, Block 1503 Lot 73)

Email In - Cliff Wheaton - Pittsgrove Township Tax Lien Redemption Certificates [redacted]

From: Clifford Wheaton [redacted] To: Michael Rossi [redacted] Ronald Yarbrough [redacted] Sent: 2026-09-10T14:01:59Z Received: 2026-09-10T14:02:25Z Subject: Pittsgrove Township Tax Lien Redemption Certificates Attachments: Pittsgrove Lien Redemption Cert 25-00037.pdf (326,620 b); Pittsgrove Lien Redemption Cert 26-00018.pdf (350,409 b) - filed alongside.

Hi Neighbors,

As discussed and voted on at our Lake Centerton Park HOA meeting on September 8, 2026, I visited with the Pittsgrove Township Tax office regarding the HOA's outstanding tax bills.

Attached are copies of the two tax lien redemption certificates they provided me with.

Certificate 25-00037 - is for the 2024 taxes that the HOA stopped paying with the taxes due 8/1/24. Total due by 9/30/26 for this certificate is $3,150.56.

Certificate 26-00018 - is for the 2025 total taxes and 2026 subsequent taxes through 8/1/26. As you can see, the interest and redemption penalties increased with this second certificate. Total due by 9/30/26 for this certificate is $9,918.11

Bottom line is that the HOA now owes a grand total of $13,068.67 or $1,306.87 split between the 10 homeowners.

Redacted: plaintiff's personal financial information [redacted]

Please make your check for $1,633.58 payable to the Lake Centerton Park Homeowners Association, Inc. and provide it to me no later than September 21, 2026. I will then provide the Township with a cashier's check from our bank (The First National Bank of Elmer) by no later than September 30, 2026

If you have any questions about the lien redemption certificates or our account, please feel free to contact me at [redacted] or [redacted]

Thank you,
Cliff Wheaton
Vice President / Treasurer
Lake Centerton Park Homewners Association

Certificate: 25-00037
Prop Loc: [redacted] RD

Owner: LAKE CENTERTON PK HOMEOWNERS ASSOC
Address: 23 LAKE CENTERTON DR
PITTSGROVE NJ 08318

Type of Lien: Outside
Interest Rate:18.00
Apr 2: N
Premium: 0.00

Block/Lot/Qual: 1503. 73.
Sale Date: 01/15/25
Redemption Calculation Date: 09/30/26
Include Current Charges: Y

Holder Name: FOUNDATION PROPERTIES LLC
Address: 181 BUCK RD
PITTSGROVE, NJ 08318

Holder Id: 243

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	2,209.84	71.14	2,280.98

Cost:	45.62	
Total Certificate:		2,326.60
#Days: 615 Per Diem: 1.163300 Int on Cert:		715.43
Redemption Penalty (2.00 %):		46.53
Total:		3,088.56

SUBSEQUENT CHARGES:

Balance Type	Year Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	2,280.98	701.40	2,982.38
Total Tax	2,280.98	701.40	2,982.38
Certificate Cost	45.62	14.03	59.65

LIEN REDEMPTION:

Principal:	2,326.60
Redemption Penalty (2.00 %):	46.53
Interest:	715.43
Recording Fees:	62.00
TOTAL REDEMPTION:	3,150.56

Total Per Diem: 1.163300

Balance Type	Year Prd	Date	Prin/Penalty	Interest	Total
CURRENT CHARGES:					
TOTAL			0.00	0.00	0.00
TOTAL CURRENT CHARGES			0.00	0.00	0.00

LIEN REDEMPTION + CURRENT CHARGES:

Principal	2,326.60
Interest	715.43
Redemption Penalty	46.53
Recording Fees	62.00
Other Charges	0.00
TOTAL DUE	3,150.56

Certificate: 26-00018
Prop Loc: DEERFIELD RD

Owner: LAKE CENTERTON PK HOMEOWNERS ASSOC
Address: 23 LAKE CENTERTON DR
PITTSGROVE NJ 08318

Type of Lien: Outside
Interest Rate:18.00
Apr 2: N
Premium: 0.00

Block/Lot/Qual: 1503. 73.
Sale Date: 01/14/26
Redemption Calculation Date: 09/30/26
Include Current Charges: Y

Holder Name: FOUNDATION PROPERTIES LLC
Address: 181 BUCK RD
PITTSGROVE, NJ 08318

Holder Id: 243

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Tax	4,613.87	478.15	5,092.02

Cost:	100.00	
Total Certificate:		5,192.02
#Days: 256 Per Diem: 2.596010 Int on Cert:		664.58
Redemption Penalty (4.00 %):		207.68
Total:		6,064.28

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Tax	2026	1	08/05/26	1,259.59	18.00	0.629795	55	34.64	1,294.23
Tax	2026	2	08/05/26	1,207.68	18.00	0.603840	55	33.21	1,240.89
Tax	2026	3	08/05/26	1,223.08	18.00	0.611540	55	33.63	1,256.71
			Total:	3,690.35				101.48	3,791.83

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Certificate Tax	5,092.02	651.78	5,743.80
Subseq Tax	3,690.35	101.48	3,791.83
Total Tax	8,782.37	753.26	9,535.63
Certificate Cost	100.00	12.80	112.80

LIEN REDEMPTION:

Principal:	8,882.37
Redemption Penalty (4.00 %):	207.68
Interest:	766.06
Recording Fees:	62.00
TOTAL REDEMPTION:	9,918.11

Total Per Diem: 4.441185

Balance Type	Year Prd	Date	Prin/Penalty	Interest	Total
CURRENT CHARGES:					
TOTAL			0.00	0.00	0.00
TOTAL CURRENT CHARGES			0.00	0.00	0.00

LIEN REDEMPTION + CURRENT CHARGES:

Principal	8,882.37
Interest	766.06
Redemption Penalty	207.68
Recording Fees	62.00
Other Charges	0.00
TOTAL DUE	9,918.11