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Certification of Clifford C. Wheaton

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[redacted] (CMS/SDH)

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

CERTIFICATION OF CLIFFORD C. WHEATON

I, CLIFFORD C. WHEATON, of full age, hereby certify as follows:

1. I am a homeowner and member of Lake Centerton Park Homeowners Association, Inc. ("LCPHA" or the "Association"). I presently serve as the Association's Vice President and Treasurer and have served the Association in officer and director capacities during relevant periods.
2. I submit this Certification based on my personal knowledge and my review and custody of Association records maintained in the ordinary course. Where I refer to Association records, true copies are attached as exhibits.

3. The Association is a small common-interest community consisting of ten household ownership groups. Each ownership group listed in the current directory corresponds to one household or lot voting interest, and the Association has historically allocated one vote to each such interest. The current directory is attached as **Exhibit A**.
4. The Association owns the lake property presently identified as Block 1503, Lot 73 in Pittsgrove Township, including the Centerton Lake Dam.
5. For many years, the Association has faced serious engineering, regulatory, and financial issues concerning the dam.
6. The dam was damaged during a major rainfall event in December 2009. NJDEP directed that the impoundment be lowered, and the lowered condition has continued since that time.
7. The Association initially pursued rehabilitation rather than removal. It retained engineers, obtained designs and specifications, pursued State financing, and obtained NJDEP Permit No. 1494 in 2015.
8. The Association activated a State rehabilitation loan in the approximate amount of $1.2 million and drew approximately $68,879 for engineering and design work.
9. Construction estimates later materially exceeded the available financing. The Association received estimates exceeding approximately $1.7 million, and contemporaneous materials reflected estimates in the range of approximately $2 million to $3 million.
10. Given the Association's small membership, the members concluded that continued borrowing and rehabilitation at those costs were not financially feasible. In 2017, the members decided to discontinue further loan draws and repay the amount already drawn.

Redacted: plaintiff's personal financial information

19. The Association also maintains a Book of Regulations. It provides that an owner more than thirty days delinquent in dues or fines may not vote or hold office without the consent of a majority of the Association. A copy of the Book of Regulations is attached as **Exhibit F**.

[redacted] Redacted: plaintiff's personal financial information [redacted]

21. The Association did not turn immediately to [redacted] It pursued rehabilitation until the financial burden became impracticable.

22. On May 24, 2021, NJDEP advised that the dam remained regulated and had to be rehabilitated or officially [redacted] Because rehabilitation would not proceed, NJDEP directed the Association to submit a [redacted] schedule. That letter is attached as **Exhibit G.**

23. On August 11, 2021, NJDEP supported the Association's coordination with project partners, granted additional time, and directed that the impoundment remain lowered and the spillway channels remain clear. That letter is attached as **Exhibit H**.

24. The Association thereafter worked with CU Maurice River, the United States Fish and Wildlife Service, NRCS, Princeton Hydro, Salem County, NJDEP, Green Acres, and others concerning funding, engineering, removal, bridge coordination, and permanent preservation.

25. On October 1, 2021, owners representing eight household interests signed a written statement supporting [redacted] the dam and cooperation with Citizens United and State and federal agencies. The signed statement is attached as **Exhibit I**.

26. The October 1, 2021 document reflected substantial member support for [redacted] and agency coordination well before this litigation.

27. The Association has pursued the preservation of the Lake Centerton property through governmental or public open-space programs since 2010. In that year, acting on behalf of the Association, I submitted an application to the Salem County Open Space Preservation Program concerning the property. The application identified the Association as the applicant and property owner and described a proposal to repair or replace the dam and thereafter transfer the property to Green Acres and/or the Salem County open-space program for future management and maintenance. A true copy of the application and supporting materials is attached as **Exhibit Q.**

28. By letter dated July 1, 2010, the Salem County Open Space Advisory [redacted] requested clarification concerning the application. On July 15, 2010, I responded that the estimated cost to repair or replace the dam was not to exceed $511,000; that Green Acres had previously offered a $400,000 grant but had not confirmed whether the funding remained available; and that the Association sought County funding for any difference between available Green Acres funding and the final project cost. True copies of that correspondence are attached as **Exhibit R.**

29. On May 12, 2010, Pittsgrove Township adopted Resolution No. 2010-72 supporting the application. The Resolution recites that the Association had authorized the application on April 24, 2010. The Association's request and the Resolution are attached as **Exhibit S**.

30. Although the proposed engineering solution later changed from repair or replacement to [redacted] the Association has continued to pursue the preservation of the property through a governmental or public entity.

31. CU Maurice River obtained grant funding and engaged Princeton Hydro to prepare an independent feasibility study concerning dam removal.

32. Princeton Hydro issued its final feasibility study in August 2023. A true copy is attached as **Exhibit J**.

33. The study found substantial deterioration, erosion, undermining, and water passing beneath or through the spillway. It concluded that the structure was compromised, beyond its intended service life, and a promising candidate for removal. **Exhibit J**.

34. The study estimated approximately $434,000 in 2023 project costs, including investigation, design, permitting, contractor solicitation, and construction. It identified substantial remaining work before physical removal could occur. **Exhibit J**.

35. The Association has continued to monitor and maintain the lowered condition, including keeping spillway channels clear and addressing beaver and debris obstructions. The NJDEP correspondence documenting those efforts is attached as **Exhibit K**.

36. The Association has also pursued multiple outside funding sources and agency assistance because its limited membership cannot reasonably bear the full rehabilitation or removal costs.

37. Beginning in late 2025, Green Acres renewed its interest in acquiring the property for preservation and public recreation.

38. The Green Acres process was multistage. It included an application, State-interest review, appraisals, title and environmental review, an offer, member consideration, a Resolution to Sell, survey work, a purchase agreement, satisfaction of conditions, and closing.

39. Green Acres required dam removal before closing. Thus, no conveyance could occur immediately upon receipt or acceptance of an offer.

40. At the June 16, 2026 membership meeting, I and the other members present discussed the Green Acres process. The members were informed that Green Acres had completed two appraisals, would determine market value and issue an offer, and would order a survey and prepare a contract only if the HOA accepted the offer. The members were also informed that dam removal, design, permitting, debris cleanup, and funding remained necessary before closing. The minutes are attached as **Exhibit L**.

41. On August 19, 2026, Green Acres issued a written offer of $315,000 for the property. The Green Acres acquisition documents are attached as **Exhibit M**.

42. The offer provides for payment in full at closing, no realty transfer tax to the Association, and State-paid title, environmental-assessment, and survey work. **Exhibit M**.

43. The United States Fish and Wildlife Service team is expected to perform substantial physical labor associated with dam and spillway removal. The Association, working with CU Maurice River, remains responsible for debris removal and certain engineering, design, permitting, and project expenses.

44. Green Acres authorized escrowed acquisition funds for eligible pre-closing engineering work. The precise escrow disbursement terms remain subject to the State's documentation and approval requirements.

45. Green Acres expressly advised that the offer had to be presented to the membership and that it required a Resolution to Sell before it would prepare a contract.

46. When Plaintiff filed this action on August 27, 2026, no purchase agreement had been prepared or executed, no deed was ready for delivery, no closing date existed, the

Resolution to Sell had not been delivered to Green Acres, and the dam-removal condition remained unsatisfied.

47. The Association scheduled a Special Homeowner Meeting for September 8, 2026 to discuss and vote on the Green Acres offer. The minutes are attached as **Exhibit N**.

48. Seven household voting interests were represented: the Wheaton, Rossi, [redacted] [redacted] and [redacted] households. **Exhibit N**.

49. The members discussed the $315,000 offer, State-paid transaction expenses, anticipated federal physical-removal assistance, debris removal, engineering costs, taxes, liens, and the remaining conditions. **Exhibit N**.

50. Michael Rossi moved to accept the Green Acres offer. [redacted] seconded the motion. **Exhibit N**.

51. Every participating household that the Association considered eligible to vote voted in favor. The vote was 7-0. **Exhibit N**.

52. The [redacted] household did not attend and had advised the Association that, as new owners, they wanted additional information before supporting the transaction.

53. The Association treated the Yarbrough and [redacted] households as ineligible because both were substantially delinquent and not in good standing under the Book of Regulations.

54. The Association believes that it properly conducted the September 8 vote and properly applied the voting restriction contained in the Book of Regulations.

55. On or about October 15, 2026, the Association received a letter from Salem County stating that the County had declined what the letter described as the Association's "previous proposal to donate Lake Centerton Park to the County." The letter stated that

the property's long-term operational and financial responsibilities did not align with the County's current budgetary and strategic plans and expressed the County's hope that another organization or entity could preserve the property. A true copy of the letter is attached as **Exhibit T.**

56. The October 15, 2026 letter addresses only a proposal for Salem County to accept the property. It does not refer to the August 19, 2026 Green Acres offer or otherwise address the Green Acres acquisition process.

57. Even if Plaintiff and every other nonvoting household are included in the denominator, the ten entries in the Association directory correspond to ten household or lot voting interests, one vote each. Seven affirmative votes therefore constitute seventy percent of all ten outstanding voting interests and exceed two-thirds.

58. The Association does not concede that a new vote is required. However, to eliminate litigation uncertainty, it is willing to conduct a confirmatory vote using the most conservative reasonably applicable notice and voting procedures and to permit Plaintiff to vote without prejudice to the Association's good-standing position.

59. The Association is willing to provide every owner with written notice identifying the property, the $315,000 offer, the dam-removal condition, anticipated expenses and escrow, liens, intended use of proceeds, and proposed authority to execute the transaction.

60. No member of the Board, including me or Michael Rossi, will receive a [redacted] side payment, or personal financial benefit from the Green Acres transaction.

61. The Board's support for the transaction is based on the dam's physical condition, NJDEP requirements, the failed rehabilitation effort, the Association's limited resources, member support, and the opportunity to preserve the property through State ownership.

62. In 2021, the Association also conveyed approximately 12.97 acres to Michele and Douglas Mehaffey for $20,000 after municipal subdivision approval. The land-sale file is attached as **Exhibit O**.

63. Before that sale, the proposed price, property, purchasers' payment of subdivision expenses, and intended application of the proceeds to the State loan were circulated to members. The transaction's status was later placed on a meeting agenda, and the completed sale and use of proceeds were disclosed.

64. The entire $20,000 was applied to reduce the State dam loan. No officer received any portion of the proceeds.

65. The Association has also provided records and offered alternative dispute resolution in the past.

66. In June 2013, Association counsel produced records organized into budget information, dues notices, meeting notices, and meeting minutes. The correspondence is attached as **Exhibit P**.

67. The same correspondence offered ADR before retired Superior Court Judge [redacted] L. Forester and asked Plaintiff to identify the disputes he wished to submit. The ADR offer is attached as **Exhibit P**.

68. In May 2026, Plaintiff submitted broad records and ADR demands. At the June 16 meeting, the members concluded that no response was warranted in light of Plaintiff's

longstanding delinquency. The Association now recognizes that Plaintiff disputes the legal effect of his delinquency on statutory rights.

69. Without admitting Plaintiff's entitlement to every requested category, the Association is willing to produce appropriate nonprivileged records on a reasonable schedule and to participate in ADR before an independent neutral concerning suitable housing-related disputes.

70. The Association's property became subject to municipal tax-sale certificates. The certificates remain capable of redemption by payment, and to my knowledge I have not been served with or received notice of any foreclosure complaint concerning those certificates.

71. At the September 8 meeting, the members discussed obtaining current payoff information and allocating or satisfying the amount. The Association intends that valid liens be paid or escrowed as part of any completed transaction, subject to final figures and lawful corporate action.

72. After the September 8 meeting, I contacted the Pittsgrove Township Tax Collector and obtained redemption figures of $3,150.56 for Certificate 25-00037 and $9,918.11 for Certificate 26-00018, totaling $13,068.67 as of the figures then provided.

73. On September 10, 2026, I emailed the membership concerning those figures. Dividing the total among all ten households produced $1,306.87 per household. Because the Association reasonably expected eight households to contribute, I requested $1,633.58 from each of those eight households. The September 10 email and the Collector's attachments appear as Plaintiff's Exhibit MMM.

74. The September 10 communication was intended to obtain funds to implement the members' decision that the tax certificates should be redeemed.

75. The tax certificates were redeemed on September 28, 2026.

76. The Association opposes Plaintiff's request to halt the Green Acres and [redacted] processes because doing so would leave the Association responsible for a severely deteriorated regulated dam while interfering with the engineering, permitting, funding, environmental, title, and regulatory work needed to resolve it.

77. I respectfully request that the Court deny Plaintiff's request for a preliminary injunction and summary relief. Alternatively, the Association requests a short period to conduct a confirmatory vote and to proceed to ADR concerning appropriate remaining disputes while ongoing safety and regulatory work continues.

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.

Clifford C. Wheaton

CLIFFORD C. WHEATON

Date: 10/22/2026