Publication copy

Certification of the Mehaffey defendants

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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.

THE WENT LAW FIRM, LLC
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efendants, Michele Mehaffey and Douglas K. Mehaffey

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-17-26 Civil Action **CERTIFICATION OF MICHELE MEHAFFEY and DOUGLAS K. MEHAFFEY IN OPPOSITION TO PLAINTIFF'S ORDER TO SHOW CAUSE**

We, Michelle Mehaffey and Douglas K. Mehaffey, of full age, hereby certify as follows:

1. We are defendants in this action and are husband and wife. We reside at 459 Old Deerfield Pike, Bridgeton, New Jersey 08302, where we operate Parsonage Run Nursery. We make this Certification on personal knowledge in opposition to Plaintiff's Order to Show Cause. Where we refer to a document, a true copy is attached.

2. We own Block 1503, Lot 79 in Pittsgrove Township.

3. We acquired Lot 79, then an approximately nine-acre farm, from the Estate of Joseph Edward Toye by Deed dated April 16, 2021, and recorded May 21, 2021, in the Salem County Clerk's Office at Deed Book 4590, Page 791.

4. In 2020, we bought the farm of Dennis Kandle (Block 1503, Lot 1).

5. The land we later bought from Lake Centerton Park Homeowners Association, Inc. (the "Association") is farmland on the west side of the lake that lay between those two farms and was being farmed by Mr. Kandle.

6. In April 2021, we met with Michael Rossi and went over a map of the Association's property, Block 1503, Lot 73.

7. We told Mr. Rossi we were interested in buying approximately ten (10) acres of the farmland to join our two (2) farms.

8. On April 22, 2021, Mr. Rossi emailed us the text of a letter he suggested we send him proposing the purchase.

9. On April 24, 2021, we sent Mr. Rossi a letter on Parsonage Run Nursery letterhead offering $20,000.00 for the land outlined on the map, offering to pay for the survey and subdivision, and asking that he take the offer to the Association's members. True copies of Mr. Rossi's email and our letter are attached as ***Exhibit "A"***.

10. The Association accepted our offer.

11. We are not members of the Association.

12. We have never attended an Association meeting, never voted in the Association, and never claimed any vote by reason of the purchase.

13. By a written Agreement for Sale of Real Estate dated May 24, 2021, the Association agreed to sell us approximately ten-plus acres of Lot 73 for $20,000.00, the exact boundaries to be fixed by survey and the land to be added to Lot 79 by minor subdivision, with us to pay the survey and closing costs. A true copy of the Agreement is attached as ***Exhibit "B"***.

14. The Agreement was signed for the Association by its President, [redacted] and by Clifford C. Wheaton as Treasurer, on May 18, 2021, and we signed it on May 20, 2021.

15. We paid the $2,000.00 deposit the Agreement required and we were credited with it at closing.

16. We had no access to the Association's minutes, books, records, or record of members, and no knowledge of how the Association made its internal decisions.

17. We retained Pennell Land Surveying, Inc., to prepare a boundary survey and Plan of Minor Subdivision, dated September 2, 2021, with deed descriptions of the 12.97 acres to be added to Lot 79, of Lot 79 as enlarged (22.29 acres to the centerline of Deerfield Road), and of the remainder of Lot 73 kept by the Association (87.2 acres). We paid Pennell $5,500.00. True copies of Pennell's proposal, invoice, and deed descriptions are attached as ***Exhibit "C"***.

18. We then applied to the Pittsgrove Township Planning Board for minor subdivision approval (Application No. 21-06) by application dated September 16, 2021, and deposited $1,200.00 in escrow for the Board's professional review.

19. The Board Engineer reviewed the application by letter dated October 4, 2021, a true copy of which is attached as ***Exhibit "D"***.

20. The Board Engineer noted that no variances were requested and that we had told the Board the land would continue to be farmed.

21. The Board heard the application at its public meeting held by Zoom on November 9, 2021, during which Douglas Mehaffey was sworn and testified.

22. The Board granted minor subdivision approval adding 12.97 acres of Lot 73 to Lot 79, and memorialized its action in Resolution No. 21-17, adopted November 23, 2021. A true copy of the Resolution, with the Board Secretary's letter of November 30, 2021, sending it to us, is attached as ***Exhibit "E"***.

23. The closing took place on February 7, 2022, through Dominion Title Services/Bridgeton, Inc.

24. The Association conveyed 12.97 acres, more or less, to us by deed dated February 7, 2022, prepared by Howard D. Melnicove, Esq., executed for the Association by Clifford C. Wheaton as Secretary, and, as the Resolution required, signed by the Chair and the Secretary of the Planning Board.

25. The deed was recorded on February 8, 2022, in the Salem County Clerk's Office at Deed Book 4621, Page 116, as Instrument No. 2022001696. We refer to that land as the "Parcel." A true copy of the recorded deed is attached as ***Exhibit "F"***.

26. At closing, we paid Dominion Title $19,044.00 by check no. 1133: the $18,000.00 balance of the price after our deposit, plus $1,044.00 in settlement charges.

27. Mr. Wheaton signed the settlement statement for the Association. True copies of the settlement statement and our check are attached as ***Exhibit "G"***.

28. The same day, we signed a Deed combining the Parcel with our existing Lot 79 into a single lot, which was recorded on February 8, 2022, at Deed Book 4621, Page 121, as Instrument No. 2022001697.

29. At the closing, Mr. Wheaton also signed, for the Association, a Deed describing the 87.2-acre remainder of Lot 73 that the Association kept. True copies of both Deeds are attached as ***Exhibit "H"***.

30. Before the closing, no one told us that any member had objected to the sale, that the members had not agreed to it, or that any further vote or approval was required. We had asked Mr. Rossi to take our offer to the members. After that, the Association's President and Treasurer signed the Agreement of Sale, and its Secretary signed the Deed for the Parcel, the Deed for the Association's remainder, and the settlement statement, and the Association accepted our money.

31. We are not aware of any alleged defect in the Association's authority to sell, and we relied on those acts and on the Planning Board's approval.

33. No house or other residential structure has been built on the Parcel.

34. In addition to the $20,000.00 purchase price, we paid $5,500.00 to Pennell Land Surveying for the survey, subdivision plan, and deed descriptions; $330.65 charged against our Planning Board escrow for the Board Engineer's review and attendance at the hearing; $800.00 to Howard D. Melnicove, Esq., for preparing the subdivision deeds; and $1,044.00 in settlement charges for the settlement fee, title insurance, recording fees, and realty transfer fee. Those costs total $7,674.65, so that we have paid $27,674.65 in all to acquire the Parcel. True copies of the Board Engineer's invoices, our escrow statement, and Mr. Melnicove's invoice are attached as ***Exhibit "I"***.

35. We have also paid all of the real estate taxes on the Parcel which are set forth in the real estate tax records are attached as ***Exhibit "J"***.

36. From the closing in February 2022 until we were served with this lawsuit, no one, including Plaintiff, ever told us of any objection to the sale or any claim that the Deed was invalid.

37. Since the closing, our use of the lake and the Parcel has been open and visible and we ***(a)*** put up a 2-tower pivot for irrigation about costing approximately $40,000, ***(b)*** installed and an underground main for irrigation costing approximately $3600, and ***(c)*** trimmed back the edge of woods about $10,000.

38. To our knowledge, the Parcel is not part of any proposed sale by the Association to the State of New Jersey and has nothing to do with the Centerton Lake dam.

39. If the deed were set aside, we would lose land that has been part of our farm for more than four and one-half years, together with the $27,674.65 we paid to buy, subdivide, and close on it and the money and work we have put into it since.

41. The documents attached hereto as ***Exhibits "A"*** through ***"J"*** are true copies of those documents.

We certify that the foregoing statements made by us are true. We are aware that if any of the foregoing statements made by us are willfully false, we are subject to punishment.

Dated: October 22, 2026

Douglas K. Mehaffey

DOUGLAS K. MEHAFFEY

Dated: October 22, 2026

Michele Mehaffey

MICHELE MEHAFFEY