Publication copy

Plaintiff's Exhibit GG-2 - Board - Notice of Intent to Sue (Decl Art VII Sec 3)

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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.

EXHIBIT GG-2

2026-08-18 Board - Notice of Intent to Sue (Decl Art VII Sec 3)

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

August 18, 2026

VIA ELECTRONIC MAIL [redacted]

Board of Directors
Lake Centerton Park Homeowners Association, Inc.
c/o Clifford Wheaton, Secretary/Treasurer
23 Lake Centerton Drive
Pittsgrove, NJ 08318

Re: Notice of Intent to Bring Suit - Declaration of Covenants and Restrictions, Article VII, Section 3 - Proposed Sale of Block 1503, Lot 73 and Removal of the Centerton Lake Dam

Dear Members of the Board:

This letter is written notice under Article VII, Section 3 of the Declaration of Covenants and Restrictions dated August 31, 1987 and recorded in Salem County Deed Book 703, Page 1, of my intention to bring an action in the Superior Court of New Jersey, Chancery Division, and of the nature of my claim. It follows my letters of July 14, 2024 and May 20, 2026 demanding open, properly noticed meetings and production of the Association's records, to which the Board has not responded, and it is prompted by facts I learned on August 7, 2026 through a public records production from the New Jersey Department of Environmental Protection.

The records show that the Board has been negotiating the sale of the Association's lake property, Block 1503, Lot 73, to the State of New Jersey through the Green Acres Program (Project No. D-1711005); that two appraisals have been completed; that Green Acres is expected to present a purchase offer to the Association and prepare a contract for the Association's signature; and that the dam is to be removed before closing. The membership has received no notice of any of this, no meeting of the members has considered it, and no vote of the members has authorized it.

The nature of my claim is as follows. The Certificate of Incorporation (Article SEVENTH) permits the dedication or other transfer of Common Area only with the affirmative vote of two-thirds of the outstanding votes of the members at a meeting called on due notice of that purpose, and only after the property has first been offered for dedication to the municipality. The Declaration (Article III, Section 2(d)) limits the Association's power to transfer Common Area to transfers made in accordance with the Certificate. N.J.S.A. 15A:10-11 independently requires notice to every member and a two-thirds member vote before a sale of all or substantially all of a corporation's assets. The Declaration (Article VII, Section 5(a)) vests the dam in the Association and makes the Association responsible for its maintenance and operation; removal of the dam is not maintenance, and the covenant may be changed only by a recorded amendment approved by two-thirds of the members. I intend to seek a declaration that the Board lacks authority to convey the property or remove the dam without that member action, an injunction against both pending such action, and related relief against the Association and the responsible directors individually.

I ask that within seven (7) days the Board confirm to me in writing (a) whether any offer, option, contract, or agreement concerning the property or the removal of the dam has been signed, and (b) that the Board will take no further step toward either without a vote of the membership taken at a properly noticed open meeting.

Nothing in this letter concedes that any waiting period applies to claims under N.J.S.A. 15A:3-2 or 15A:10-11, or delays my application for relief needed to prevent irreparable harm.

Sincerely,

/s/ Ronald W. Yarbrough
Ronald W. Yarbrough