



June 25, 2020

Via email and regular mail

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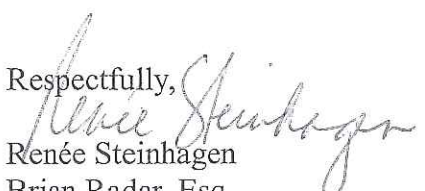
**Re: Lake Parsippany Property Owners Association**

Dear Mr. Fahy and Mr. Hannaman:

We are writing to you on behalf of a group of homeowners, who reside at Lake Parsippany in the Township of Parsippany-Troy Hills, in Morris County, and who have formed an unincorporated group called Lake Parsippany Voting Rights Group. Enclosed please find a completed DCA complaint form, which has yet to include a category for election violations, as well as a comprehensive narrative of the group's election complaint. Though compelled by court order to pay a fair share assessment, members of this group are required to waive their right to vote, nominate themselves and serve on the Association's Board of Trustees despite the fact that the court also found the Association to be a common interest community governed by the 1993 and 2017 democracy amendments to the Planned Real Estate Development and Full Disclosure Act.

We trust that you will seriously consider this complaint, and pursuant to Chapter 106 of PREDFDA and the Department's recently promulgated regulations take appropriate enforcement action.

Respectfully,

  
Renée Steinhagen  
Brian Radar, Esq

Enclosure: DCA Complaint Form  
Election Complaint Narrative w/attachments  
Cc: Eileen Born, Esq. ✓

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## LAKE PARSIPPANY VOTING RIGHTS GROUP'S COMPLAINT GROUP

### Concise Statement of Complaint and Request for Relief

In a decision and order dated October 7, 2019, the Law Division of the New Jersey Superior Court found Lake Parsippany Property Owners Association to be a common interest association under the Restatement (Third) of Property (Servitudes) § 6.4 (2000) (hereinafter the "Restatement of Servitudes")(Judgment and Decision attached hereto as Ex. A). Building on such finding, it ordered plaintiff homeowners, who had objected to the imposition of mandatory membership in the Association, to pay a fair share assessment based on an easement to use Lake Parsippany for "swimming, boating and fishing" that was found in a Master Deed and/or in the chain of title pertaining to individual lots. In a second decision denying plaintiffs' Motion for Reconsideration, the Court repeated its finding that the Association was a common interest association, despite its abandonment of a significant portion of the common property it initially held, and additionally found that the democracy amendments to PREDFDA applied to the Association, specifically noting the applicability of N.J.S.A. 45:22A-45.1 concerning elections (Judgment and Decision attached hereto as Ex. B).<sup>1</sup>

Notwithstanding the court's clarification, Lake Parsippany Property Owners Association insists to its membership that the court has sanctioned its decision to require that all homeowners who choose to pay only their fair share assessment (in contrast to making an additional payment to use the beach and clubhouse,) waive their right to vote for the Board of Trustees and to sit on the Board themselves. It appears that the Association, which was a voluntary membership organization since its inception in 1933, now wants to collect funds from a relatively large group of homeowners, but does not want to relinquish control to those homeowners nor share their Lake with such owners for purposes of swimming.

As you and all employees in your department know, forcing owners, who are members of a common interest association by virtue of their legal obligation to pay an assessment, to waive their voting rights in that association defeats the very purpose of the 2017 amendments, known colloquially as the "Radburn" amendments. The Radburn amendments, found in Senate S.2492, were unanimously adopted by the New Jersey Legislature and signed into law by the Governor in 2017. That bill is codified in N.J.S.A. 45:22A-43 et al., and DCA has jurisdiction to ensure that common interest associations, such as Lake Parsippany Property Owners Association, abide

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<sup>1</sup> For example, despite the restriction that the "Club House Grounds" be held for members of the Lake Parsippany Property Owners Association at all times as a social, recreational center, on October 30, 1996, the LPPOA sold the "Club House Grounds" to the Board of Fire Commissioners, Fire District No. 3 of the Township of Parsippany Troy-Hills, to operate a Fire House. This restriction is located in an indenture recorded December 7, 1935. Further, despite the restriction that certain lots be preserved as tennis courts for the members of the Lake Parsippany Property Owners Association, the lots were sold to Eckstein & Taylor, a residential developer, who in turn developed residential properties. This restriction is located in the indenture recorded March 4, 1939.

by its provisions. Lake Parsippany Voting Rights Group, an unincorporated group of homeowners owning lots in the territorial ambit of the Association, accordingly file this complaint requesting that (1) DCA declare that Lake Parsippany Property Owners Association's practice of requiring persons who are required, by court order, to pay an assessment for maintenance of the Lake and surrounding property, to waive their voting rights is inconsistent with PREDFDA, as amended; and that (2) DCA compel the Association to hold immediate Board of Trustee elections in accord with the law so that all trustees are elected by the entire membership of the Association, and none of the trustees is serving a term longer than four years. (It is unclear whether annual elections in accord with the Associations By-Laws have been held over the past few years, and for certain no election that has been held since the By-Laws were amended in 2018, which on their face permit owners who pay the basic fair share assessment to either run for the board or otherwise participate in such elections.)

## I. Introduction

New Jersey P. L. 2017 c.106, which enhances owner voting participation rights in common interest communities, was signed into law on July 13, 2017. The law, written by New Jersey Senator Robert Gordon and co-sponsored by a bipartisan group of 18 other state legislators, passed both houses unanimously. The intent of the law is to: (1) **establish that all unit owners are members of the association and provide basic election participation rights for certain residents of common interest communities**, including the right of owners in good standing to nominate any unit owner in good standing as a candidate for any position on the executive board, run, appear on the ballot, and be elected to any executive board position, in every executive board election, and for those rights to apply regardless of the date of a community's establishment; and (2) **establish that, except under the very limited exceptions provided, a person may not serve on an executive board unless elected through a process consistent with the provisions of PREDFDA.** N.J.S.A. 45:22A-45.1(g)(1). See also Exhibit B, November 22, 2019, Decision by Hon. Stuart Minkowitz, A.J.S.C., Docket No. MRS-C-2-17 at 3-4 (same).

The recently promulgated regulations implementing this chapter of PREDFDA highlight these two fundamental principles, which are currently at stake in the Lake Parsippany community. N.J.A.C. 5:26-8.8 requires that upon acceptance of a deed that effectively transfers title of a unit or lot to a purchaser, that "owner shall be an association member for so long as he or she holds the unit." Accordingly, each owner of a lot that is covered by the Master Deed held by the Property Owners' Association is a member of the Association who is entitled to the basic election participation rights shared by all other members, including the right to run for trustee, nominate a candidate for that position and vote for such candidate. Secondly, N.J.A.C. 5:26-8.9(a) requires that "[t]he Executive Board shall be elected by association members;" N.J.A.C. 5:26-8.9(b)(1) requires that board elections must be held every two years, unless the association by-laws say otherwise; and N.J.A.C. 5:26-8.9(b)(2) makes clear that no one trustee can serve on the board for a term greater than 4 years. At this time, not one of the trustees of the Lake Parsippany Property Owners Association has been elected by the entire membership of the Association, and its current President, Bill Sempier, has been serving as a trustee continuously since 2015; he is now going on his sixth year as either President or Vice President of the Board.

Other directors who have been serving longer than four years include: Marilyn Ammirata who has served as Secretary of the Board for six years ; Dan Nazzaro, who is currently Financial Secretary, has served on the board for 14 years; Sebastian Ostolaza, Treasurer, District 4, has been on the board for 5 years; Don Phelps, a District 3 Director, has been on the board for 5 years; Mary Ellen Iradi, District 3 Director also has been on the board for 5 years; and Tony Suprum, another District 3 Director has served now for 4 years.

The Lake Parsippany Property Owners Association, incorporated as a 501(c)(4), is a PREDFDA planned unit development of 2,204 individually assessed units. Common property includes Lake Parsippany (with a 15ft. strip of land circumscribing the entire shoreline), five pieces of green space, four undeveloped lots, a clubhouse, boathouse and 3 beaches. There is a dam, 3 dikes and a spillway, all of which the Township is contractually obligated to repair and maintain, including 3 detention and 8 retention basins. A seventeen-member Board of Trustees governs the Association, with 5 officers and 12 directors: 3 from each of the 4 geographically defined districts constituting the common interest community. From a historical perspective, it is unclear whether annual elections with members casting ballots, as required by the By-Laws, have actually occurred for many years. Most recently, it appears that most trustees serving at this time are carryovers from the previous year, with district representatives appointed by the entire Board of Trustees, including its officers. In the years prior to 2003, all officers and directors had to have petitions signed to run for office. If they were unopposed, the secretary (at the September meeting) would ask for nominations from the floor, and, seeing none, would cast one vote for the slate of nominees per Roberts Rules. Informality prevailed, because prior to 2019, Lake Parsippany Property Owners Association functioned as a typical voluntary membership lake community, and only persons (residents of the Lake community or non-residents) who wanted to pay a fee to use the Lake, boathouse and beach were involved.

In 2018, while litigation contesting compulsory membership in the Association was pending, the Association amended its By-Laws. These By-Laws provide all members of the Association with the right to participate in the governance of the association. (2018 By-Laws are attached hereto as Exhibit C) Relevant provisions include:

Chapter II Meetings; Art. 1 indicates that all Board of Trustees meetings are open to "members."

Chapter III Membership; Art. 1 states: "All owners of property in Lake Parsippany, as defined in Chapter V, are members in LPPOA."

Chapter IV Dues; Art. 2 provides: "Each property owner, by deed or transfer or other conveyance of property, shall be deemed a member of LPPOA and shall be responsible to pay to LPPOA all dues, assessments, fines, penalties, late payment charges and costs of collection including attorney fees," as set forth in the By-Laws.

Chapter VI Voting; Art. 1 calls for the annual election of the Board of Trustees. Art. 2 states: "Only one vote per membership. Voting members must own property in designated Lake Parsippany voting district boundaries and be in good standing." Art. 11 requires that in order to be a candidate, a member must be in good

standing for at least 12 months prior to the election. Art. 12 provides that someone may be President for no more than 3 successive 2-year terms, *i.e.*, 6 years.<sup>2</sup>  
Chapter VII Board of Trustees; Art. 1 specifies that the Board shall have 17 members, 5 officers and 12 directors, three from each of the 4 districts.

Lake Parsippany Voting Rights Group contends that the By-Laws are consistent with PREDFDA, as amended (except for Chapter VI, Art. 12), and DCA should compel Lake Parsippany Property Owners Association to implement them as soon as possible.

## II. Chronology

### Brief History of Lake Parsippany Property Owners' Association

The Lake Parsippany residential community was developed by a subsidiary of the Mirror Holding Company ("Mirror") in the 1930's. Mirror excavated 159 acres of land (the "Tract") and proceeded to erect a dam to create a lake and to subdivide and sell individual lots to private homeowners. In 1933, the Lake Parsippany Property Owners Association was incorporated for the following purposes:

- (a) To own, maintain, improve, beautify and keep the beaches and parks at Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and the State of New Jersey.
- (b) To maintain, improve and beautify the streets, roads, avenues, in said Lake Parsippany, in said Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, for the benefit of inhabitants, residents, property owners and general public in said Lake Parsippany.
- (c) To own, operate and maintain at said Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and the State of New Jersey, a club or community house or social or civic center for social, civic and recreational purposes for the benefit of the members of the Association.  
(emphasis added)

Certificate of Incorporation, 1933 (attached hereto as Exhibit D). In 1935, Mirror conveyed certain lots in the Tract to the Property Owners Association in a "Master Deed" that included the following express covenant intended to run with the land:

And that the said Lake Parsippany shall be held for the use of the property owners at Lake Parsippany for boating, bathing and fishing, subject to the rights of the adjoining owners to use the said waters for like purposes, subject also to such sanitary regulations as the State of New Jersey, or any county, town or municipal

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<sup>2</sup> This provision violates PREDFDA, as amended, and N.J.A.C. 5:26-8.9(b)(2); it must be changed.

authority . . . may make regarding said lake or the use of the waters therein.

Master Deed, 1935 (attached hereto as Exhibit E). Over time, the Property Owners Association relinquished some of its recreational facilities, turned over the roads and streets to the Township in 1948, and sold several of the lots that had been dedicated to be used as common property for recreational purposes. Until recently, the Association managed the Lake and the remaining property it owned with voluntary membership dues it received from residents and non-residents of the Lake Parsippany community.

#### Change in Policy Regarding Membership

Starting in the summer of 2015, the Association realized that its membership was declining to the point that it might not be able to maintain the Lake, beaches and clubhouse in the future. A report issued by a Board committee, stated: "To the best of the Board's ability, it expects that at the current rate of membership decline and potential revenue losses, the LPPOA would deplete its reserve cash within 7-10 years. At that time, the Association had a membership of 443, 300 of whom were actual property owners at Lake Parsippany. In October 2016, 101 members voted to impose a fair share assessment fee (with only 16 members opposed) on the over 2,000 property owners living in the Tract, based on language in the Master Deed and the individual deeds of such owners; and New Jersey common law, requiring all property owners in a common interest community to pay an assessment that represents an equitable pro rata sharing of common expenses to support the Lake and other shared recreational facilities.

On January 7, 2017, the Association sent invoices dated 12/31/16 for \$115.00 to all 2,204 households residing in the Lake Parsippany community. A late fee of \$25.00 was noted on the invoice if not paid by a certain date, and owners were informed that their payment would authorize privileges including "boating and fishing and use of all the common areas around the Lake." Many owners were opposed to making such payment, because when they had purchased their homes, they had been told that membership in the Association would be voluntary. They accordingly filed litigation opposing the imposition of the easement assessment fee that the Association denoted as "Basic Membership."

During the pendency of the litigation, the Lake Parsippany Property Owners Association amended its By-Laws in 2018 to reflect its decision to compel the membership of all owners who purchased property in the Tract, and to permit a two-tiered membership structure with some members paying to use additional recreational facilities, such as the clubhouse and the beaches. At this time, the Association no longer justified its decision solely on the common law "fair share" assessment principle, but also Chapter 106 of PREDFDA. The Association in this way declared itself to be a planned real estate development, based on the Master Deed, and its original mission as set forth in the Certificate of Incorporation.

#### New Jersey Superior Court Decisions

In a decision dated October 7, 2019, decided on cross-motions for summary judgment, the Law Division agreed with the Association. The Court adopted the definition of common

interest association, which is set forth in Restatement (Third) of Property (Servitudes) § 6.4 (2000): A common interest association “has the powers reasonably necessary to manage the common property, administer the servitude regime and carry out other functions set forth in [a] declaration.” Judge Minkowitz also quotes the New Jersey Supreme Court in Committee for a Better Twin Rivers v. Twin Rivers Homeowners Ass’n, 192 N.J. 344, 365 (2011) and Fox v. Kings Grant Maintenance Ass’n, 167 N.J. 208 (2001) in support of his conclusions. See Exhibit A, at 6-7. Specifically, the Court found that “[T]he Tract fits squarely within definition of a common interest community: It is a community that is ‘burdened by servitudes’ -- here, the Easement language -- ‘requiring property owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners association that provides services or facilities to the community.’” Fox, supra, 167 N.J. at 222 (quoting Restatement (Third) of Property (Servitudes) § 6, intro). Id. at 12. What is most important, for purposes of this Complaint, is the Judge’s statement, in dicta, noting that among the “multiple benefits from the easement language” is “the ability to vote in LPPOA elections, that nonresidents do not have.” Id. at 13.

In a second decision, dated November 22, 2019, decided upon plaintiffs’ motion for reconsideration, the Court reiterates its “Judgment finding that the Lake was a common interest community and that the easement language in property owners’ deeds allows the LPPOA to impose an easement assessment in order to maintain the Lake.” Exhibit B at 1. See also Id. at 4 (“finding that Lake Parsippany is a common interest community); and 4 (noting that sharing of expenses among owners in common interest communities is based on equity, citing Mulligan v. Panther Valley Property Owners’ Ass’n, 337 N.J. Super. 293, 311 (App. Div. 2001)) Though declining to “opine as to the adequacy of Defendants’ easement assessment proposal or Defendants’ ‘intent’ in implementing a two-tiered approach” the Court specifically held that the Property Owners Association “must comply with all applicable laws, including N.J.S.A. 45:22A-45.1,” PREDFDA’s seminal democracy provision concerning common interest association elections.

#### Compelling Waiver of Voting Rights

Despite the Court’s specific holding in November 2019, the Association continues to send out invoices that state:

Payment of Basic Membership fee will confirm the member’s waiver of rights of Full membership, including the right to vote and serve on the Board.

Mere assertion of one’s right to vote, and protest written on checks, has resulted in the return of checks, with the threat of a lien. See Correspondence concerning Lillian Garafola, Matthew Davies, Margaret and Michael Mackintosh, and Albert Onderko, attached hereto as Exhibit F. Moreover, even in this time of the pandemic, the Association is requiring owners to pay the assessment from 2017 to date. A refusal to pay the 2017 assessment has also been met with a returned check attempting to make payment of the 2020 assessment. See Correspondence of Joe and Catherine Scala with Dolan & Dolan, attached hereto as Exhibit G. The lead plaintiff in the litigation, Mary Purzycki, who once served on the Board of Trustees, wrote a letter advocating for voting rights for all members of the Association and pleading for compassion for

those in the community who face financial hardship. Her letter is attached hereto as Exhibit H. It has been met with silence.

### **III. Conclusion**

Lake Parsippany Voting Rights Group request that DCA declare the Association's practice, which requires certain members to waive their voting rights, to be inconsistent with PREDFDA, as amended, and that DCA compel the Association to hold immediate Board elections in accord with the law and its By-Laws. Specifically, the Group demands that:

1. All households that are required to pay a fair share assessment must be permitted to participate in the governance of the Association, including the right to vote, serve as an officer or director, and nominate candidates for the Board;
2. The Association amend its By-laws to provide that no member can serve on the Board of Trustees, as either an officer or director for more than 4 years consecutively; and
3. The Association must hold an election for all trustees whose terms have ended or who have served on the Board for 4 or more years.

For the foregoing reasons, we assert that Lake Parsippany Property Owners Association is failing to properly implement PREDFDA, as amended, and is subverting both the intent and the letter of the law. We, accordingly, request declaratory and injunctive relief as specified above to compel the Association to permit this planned community to go forward with the full participation of all its owners.

Respectfully,

Sabina Vermont  
Elaine Longo  
Pulkit Desai  
Mary and Kenneth Purzycki  
Kamal Josh  
Anita Pothimus  
Cathy Therriaut  
Darshana Kalavadia  
Lillian Garafola  
Maryann Weathersby  
Rinam Shah  
Kathy DeCristina  
Leroy Gearhart  
Nirav Patel  
John O'Keefe  
Mathew Davies  
Deepa Taylor  
Gabre Yaccorino  
Joe & Cathy Scala

(Partial List of LPVRG members)



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FILED

OCT 07 2019

HON. STUART A. MINKOWITZ, A.J.S.C.  
SUPERIOR COURT OF NEW JERSEY  
JUDGE'S CHAMBERS

PREPARED BY THE COURT:

MARY PURZYCKI, ET AL.,  
*Plaintiffs,*

v.

LAKE PARSIPPANY  
PROPERTY OWNERS ASSN.,  
INC., AND BOARD OF  
DIRECTORS,  
*Defendant.*

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - CIVIL PART  
MORRIS COUNTY

Docket No. MRS-C-2-17

Civil Action

JUDGMENT

THIS MATTER, having been opened to the Court upon Plaintiffs', Mary Purzycki, et al., Motion for Summary Judgment, through their attorneys, Rader Law, LLC (Brian M. Rader, Esq., appearing and on the brief); and upon Defendants', Lake Parsippany Property Owners Association, Inc. and Board of Directors, Cross-Motion for Summary Judgment, through their attorneys, Marshall Dennehey Warner Coleman & Goggin, P.C. (Howard B. Mankoff, Esq., appearing and on the brief); and the Court having considered all submissions, and for good cause having been shown, and for the reasons set forth in the accompanying Statement of Reasons;

IT IS, on this 7<sup>th</sup> day of Oct, 2019;

ORDERED, that Plaintiff's Motion for Summary Judgment is DENIED; and it is further

ORDERED, that Defendants' Cross-Motion for Summary Judgment is GRANTED; and it is further

Exhibit A

Mary Purzycki, et al. v. Lake Parsippany Property Owners Association, Inc. and Board of Directors

Docket No. MRS-C-2-17

STATEMENT OF REASONS

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I. BACKGROUND AND PROCEDURAL HISTORY

This matter comes before the Court by way of Plaintiffs' ("Plaintiffs") Motion for Summary Judgment, and Defendants', Lake Parsippany Property Owners Association, Inc. and Board of Directors ("Defendants"), Cross-Motion for Summary Judgment.

Lake Parsippany (the "Lake") is an area consisting of 2,204 homes that is located in Parsippany-Troy Hills, New Jersey. Amended Complaint ¶ 7. The community was developed by The New York Daily Mirror, which was part of the Mirror Holding Corporation ("Mirror"), in the 1930's. Id. ¶ 4. During this time, Mirror excavated 159 acres (the "Tract") and erected a dam to create the Lake. Id. The parties dispute whether the Tract was intended to be a common interest community when it was developed.

The following facts are not in dispute. The Lake Parsippany Property Owners Association, Inc. ("LPPOA") was incorporated on or about October 24, 1933 to manage the Lake and certain Lake facilities. Id. ¶ 5. Membership in the LPPOA has always been voluntary. Id. ¶ 8. Since 1933, LPPOA has funded the management of the Lake and other property it owns based on voluntary membership dues. Mankoff Certification Exh. C. However, owning property in the Tract does not bestow Lake access rights; only members of the LPPOA can use the Lake. Rader Cert. Exh. D. Any individual or entity, regardless of whether or not they live within the Tract, may purchase membership in LPPOA and gain access to the Lake. Rader Cert. ¶ 5.

In a deed dated June 7, 1935, Mirror conveyed “[all] those certain places or parcels of land situate and being at Lake Parsippany” to LPPOA. Mankoff Cert. Exh. B. This transaction was done with the understanding that the “said Association will at all times pay all taxes and assessments which may hereafter be assessed, levied or imposed upon the lands and buildings in this deed,” and “upon the express covenant and condition which shall run with the land.” Id. Today, LPPOA’s duties include “paying township property taxes, dam and dike maintenance, lawn and tree care, property and liability insurance, water quality management, property maintenance, staffing of the beaches, and management of activities.” Id., Exh. C. The 1935 deed further states that the LPPOA would maintain a club house and other recreational properties for “boating, bathing and fishing,” and that, “Lake Parisppany shall be held for the use of property owners at Lake Parsippany for boating, bathing and fishing, subject to the rights of the adjoining owners, to use the said waters for like purposes . . . .” Id., Exh. B.

Over time, LPPOA relinquished some of these recreational facilities, such when it conveyed the club house to the local fire department, and when it sold the tennis courts to a residential developer. Am. Compl. ¶ 9-12. In addition, the 1935 deed provided that LPPOA would “at all times keep, maintain and improve the streets, roads, avenues and drives” around the Lake for the benefit of residents and the general public. Id. ¶ 13. However, the Township of Parsippany-Troy Hills, and not the LPPOA, has maintained the roads around the Lake since 1948. Id. ¶ 14.

On August 3, 2015, the LPPOA Board of Directors sent a letter to LPPOA members, stating that, “[o]ver the last 5 years we have experienced a decline in membership.” Rader Cert. Exh. B. The letter stated that, “of the 2000 plus homes within the borders of Lake Parsippany” as of June 15, 2015, there were 443 memberships; with 143 of these memberships representing properties “out from the borders of the lake.” Id. The letter further informed LPPOA members that “[i]n

reviewing our annual finances, the Board has projected that the possibility exists that we may be unable to support the lake from our operating budget within the next 6-10 years.” Id. The letter detailed a new “fair share” fee assessment structure for the easement found in Tract residents’ deeds (the “Easement”), under which LPPOA claimed authority to collect a fee that would “go to what would be required to maintain the lake property.” Id. The Easement assessment would be used for “items such as water quality, land improvement and maintenance, tree maintenance, insurance costs and security[,]” while an additional fee for those residents who wished to become full LPPOA members would provide for “full access to all lake activities.” Id.

LPPOA held a vote on the issue at its October 19, 2016 membership meeting. Mankoff Cert. Exh. F. The motion carried, with 101 votes in favor of imposing an easement assessment fee and 16 votes against out of a total of 117 votes cast. Id. That same day, LPPOA’s Board of Trustees passed a resolution providing that, pursuant to restrictive covenants contained in the original Lake deeds, the By-Laws of LPPOA, and New Jersey case law, “[a]ll property owners in the community will be required to pay an assessment which represents an equitable pro rata sharing of a common expenses of the lake and recreational facilities.” Id., Exh. G.

In an undated letter, LPPOA Vice President Bill Sempler (“Sempler”) wrote to LPPOA members to inform them that LPPOA members had voted in favor of assessing the Easement fee “on all properties within the original purchase tract of Lake Parsippany.” Rader Cert. Exh. D. As justification for imposing the fee, Sempler’s letter contended that certain language contained in title searches dating to 1933 – specifically the language, “together with the right to use, in common with others, the waters of Lake Parsippany for bathing, boating and fishing” – gives all property owners within the Tract an Easement in the Lake. Id. The letter mentioned that two public meetings would be held to give locals the opportunity to ask questions regarding the imposition of the fee.

Id. The letter also detailed new Lake access privileges for these Easement holders, identified as “the 2,204 property owners of the original purchase tract of Lake Parsippany whose deeds provide for such access.” Id. Exh. C. These new privileges “include[] boating and fishing, and use of all the common areas around the lake among other privileges.” Id. The letter further informed these property owners that they might want to consider a full recreational membership in order to receive access to “all lake offerings,” and outlined the distinctions between the two membership types. Mankoff Cert. Exh. C.

Plaintiffs allege that, on or about January 7, 2017, the LPPOA, through its management company, Cedarcrest Property Management, sent property owners located within the Tract an “invoice of 12/31/16” for \$115.00, with payment to be due on January 1, 2017. Am. Compl. ¶ 40. Plaintiffs also contend that the invoice stated that, if this payment was not received by March 15, 2017, there would be a late notice and a \$25.00 late fee requesting immediate payment. Id. ¶ 41. Plaintiffs argue that proposed amendments to the Planned Real Estate Development Full Disclosure Act (“PREDFDA”) that are currently pending in the State legislature would prevent LPPOA from issuing this invoice and late fee.<sup>1</sup>

Plaintiffs chose not to pay the Easement assessment and instead initiated this action on January 9, 2017. Plaintiffs filed an Amended Complaint on May 4, 2017 and moved for Summary Judgment on June 29, 2017. This Motion for Summary Judgment was denied pending class certification for a declaratory judgment action. Plaintiffs’ Memorandum of Law in Support, n. 1.

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<sup>1</sup> Plaintiffs contend that the Court should consider Bill 5043, which is currently awaiting signature by Governor Murphy. Bill 5043 states that PREDFDA “did not impose new responsibilities on property owners to pay compulsory charges[,]” and ensures that property owners are protected “from the issuance of sudden, unanticipated compulsory charges in planned real estate developments where assessments have historically been voluntary.” Rader Cert. Exh. E. However, this legislation was not even introduced to the legislature until February 14, 2019, a full two years after this action was commenced, on January 9, 2017. Id. The Court declines to speculate as to the ultimate outcome of Bill 5043. Thus, the Court will not entertain Plaintiffs’ argument that the Court should consider the Bill’s pending status.

On October 29, 2018, this matter was certified as a class action. Defendants filed another Motion for Summary Judgment on July 25, 2019. Plaintiffs filed an Opposition to Defendants' Cross-Motion for Summary Judgment and Reply in Further Support of Plaintiffs' Motion for Summary Judgment on July 29, 2019. The Court heard arguments in this matter on September 9, 2019.

## II. ANALYSIS

### a. Summary Judgment Standard

Under Rule 4:46-2(c), summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged, and that the moving party is entitled to a judgment or order as a matter of law." In Brill v. The Guardian Life Insurance Co., 142 N.J. 520 (1995), the Court explained, the "essence" of the inquiry is "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." Id. at 533 (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 251-52 (1986)). Moreover, "on a motion for summary judgment the court must grant all the favorable inferences to the non-movant." Id. at 536.

Although non-movants obtain the benefit of all favorable inferences, bare conclusions without factual support in affidavits or the mere suggestion of some metaphysical doubt as to the material facts will not overcome motions for summary judgment. Rule 4:46-5; see also Brae Asset Fund, L.P. v. Newman, 327 N.J. Super. 129, 134 (App. Div. 1999) (requiring submission of factual support in affidavits to oppose summary judgment motion); Fargas v. Gorham, 276 N.J. Super. 135 (Law Div. 1994) (self-serving assertions alone will not create a question of material fact sufficient to defeat summary judgment motion); Heljon Management Corp. v. Di Leo, 55 N.J. Super. 306, 312 (App. Div. 1959) ("It is not sufficient for the party opposing the motion merely to

deny the fact in issue where means are at hand to make possible an affirmative demonstration as to the existence or non-existence of the fact.”). A non-moving party “cannot defeat a motion for summary judgment merely by pointing to any fact in dispute.” Brill, 142 N.J. at 529. Therefore, if the opposing party only points to “disputed issues of fact that are ‘of an insubstantial nature’ the proper disposition is summary judgment.” Id.

Rule 4:46-2 describes the requirements of a motion for summary judgment and any opposition thereto. Under Paragraph (a) of the Rule, a moving party must include a statement setting forth the undisputed material facts with precise citation to the record. Paragraph (b) then requires a party opposing a motion for summary judgment to file a responding statement admitting or denying each fact, with precise citation to the record.

A court should not grant summary judgment when the matter is not ripe for summary judgment consideration. Driscoll Const. Co., Inc. v. State, Dept. of Transportation, 371 N.J. Super. 304, 317 (App. Div. 2004). For example, a matter may not be ripe when discovery is not completed. Id. The court should afford “every litigant who has a bona fide cause of action or defense the opportunity for full exposure of his case.” Id. However, a plaintiff “has an obligation to demonstrate with some degree of particularity the likelihood that further discovery will supply the missing elements of the cause of action.” Wellington v. Estate of Wellington, 359 N.J. Super. 484, 496 (App. Div. 2003).

**b. Common Interest Community Standard**

A common interest community “has the powers reasonably necessary to manage the common property, administer the servitude regime, and carry out other functions set forth in [a] declaration.” Restatement (Third) of Property (Servitudes) § 6.4 (2000). In these communities, “there is a commonality of interest, an interdependence directly tied to the use, enjoyment, and

ownership of property.” Committee for a Better Twin Rivers v. Twin Rivers Homeowners’ Ass’n, 192 N.J. 344, 365 (2007) (quoting Fox v. Kings Grant Maintenance Ass’n, 167 N.J. 208, 222 (2001)). Properties in common interest communities are “burdened by servitudes requiring property owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners association that provides services or facilities to the community.” Fox, 167 N.J. at 222 (quoting Restatement (Third) of Property (Servitudes) § 6, intro.). These communities have implicit powers to do all that is reasonably necessary to manage common property and administer any other needs of the community. See id. Any “limitations on these powers should be narrowly construed,” so that the common interest community does not fall into disrepair. Restatement (Third) of Property (Servitudes) § 6.4, cmt. a. A common interest community has the power to bind property owners to contribute to facilities or activities that an association supports, even if those property owners do not take advantage of these offerings, or do not even agree to voluntarily join the association. Id., cmt. c. This authority can be implied as well as expressed, such as when an association manages common property, but lacks any means for collecting funds for necessary functions. Id., cmt. A. There can be serious public policy implications if a community is not maintained, which could result in municipalities getting involved in the provision of services. See id.

i. The Tract is a common interest community

Defendants’ counsel stated at oral argument that, prior to the start of the assessment process, they had researched the chains of title for approximately twenty-five (25) properties in various locations throughout the Tract. See also Mankoff Cert. Exh. A. In all cases, the title search revealed the Easement, granting the privilege, “together with the right to use, in common with others, the waters of Lake Parsippany for bathing, boating and fishing.” Id. Property owners could



have discovered the Easement through a title search, thus putting them on notice that they are members of a common interest community, and could be subject to later assessments. The deed also provides that the Easement and other conditions "shall be covenants running with the land," providing further indicia of a common scheme.<sup>2</sup> Id., Exh. B.

Plaintiffs argue that there was never any intent for the Lake to be a common interest community because LPPOA does not limit its membership to Tract owners. However, this lack of exclusivity does not necessarily indicate that there was no common plan or scheme when Mirror developed the Lake. LPPOA may have maintained an open and voluntary membership structure until recent years, but the deed conveying the Tract from Mirror to LPPOA specifically referred to LPPOA's obligations as "covenants running with the land," indicating that LPPOA was expected to play a central role in maintaining common Lake facilities. Id. Exh. B. Additionally, Plaintiffs contend that any common neighborhood scheme that might have once existed was abolished when LPPOA relieved itself of certain properties, such as when it sold the club house to the local fire department and when it conveyed tennis courts to a residential developer. Am. Compl. ¶ 9-12. Defendants sold these properties – which notably lacked the same Easement language – in spite of deed restrictions that stipulated that LPPOA would "at all times" continue to keep and maintain these facilities. Id. ¶ 11; Mankoff Cert. Exh. B. As Plaintiffs see it, these transfers essentially terminated whatever common interest community could have been implied in the original deeds. Yet, the fact remains that property owners in the Tract still had notice of the Easement based on their chains of title. There is no indication that LPPOA intended these sales to terminate the common interest community that these recorded documents established. The

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<sup>2</sup> In addition, at oral argument, counsel for Defendants represented that there is a tax map dating to the time that the Lake was developed, which identifies properties that are located inside the Tract. It was not introduced as evidence, but its existence was not refuted. Even in the unlikely event that a title search for the Easement proved unsuccessful, this filed map, if it exists, would also have provided Plaintiffs with notice that they reside in a common development.

Easement makes it clear that, within the Tract, "there is a commonality of interest, an interdependence directly tied to the use, enjoyment, and ownership of property." Committee for a Better Twin Rivers, 192 N.J. at 365 (quoting Fox, 167 N.J. at 222).

ii. Tract residents benefit from living on or near the Lake

Easements in a chain of title confer a benefit on easement holders, such as entitling easement holders to use a lake. See Lake Lookover Property Owners' Ass'n v. Olsen, 348 N.J. Super. 53, n. 1 (App. Div. 2002). Here, Tract residents benefit from the Easement language in their chains of title, which reads, "together with the right to use, in common with others, the waters of Lake Parsippany for bathing, boating and fishing." Mankoff Cert. Exh. A. According to the Sempler letter, although LPPOA recently interpreted this language to mean that LPPOA can compel property owners to pay an Easement assessment, residents also gained something in return: "new access to the lake includ[ing] boating and fishing, and use of all the common areas around the lake among other privileges." Id., Exh. C.

Property owners in the Tract derive several other benefits from owning property on or near the Lake that are not strictly limited to the Easement language. As Defendants' counsel asserted at trial, residents can become full members of LPPOA, and through this expanded membership they can gain additional perks, such as the ability to vote in association meetings. Residents can decide whether they want to take advantage of these benefits of full membership, which requires paying an additional fee on top of the \$115.00 annual charge. See id. Non-residents do not even have the option of voting or engaging in other activities as full, resident LPPOA members do; non-resident privileges are limited to recreational use of the Lake. In addition, although it is unclear if properties

in the Tract are worth more as compared to properties located just outside the Tract,<sup>3</sup> at a minimum, LPPOA's role in maintaining the Lake and recreational facilities enhances or at the very least sustains the value of nearby properties, since a poorly-maintained lake would certainly be unattractive to potential buyers, and could also implicate public health or safety. See id., Exh. G. Property valuation issues aside, Tract residents also derive less tangible benefits from living in proximity to the Lake, such as scenic views and easy access to LPPOA facilities. See Lake Lookover, 348 N.J. Super. at 68 (acknowledging that benefit of an easement can be coupled with property owners' ability to "enjoy the lake itself" when considering the need to impose an assessment).

iii. Since Tract residents benefit from the Lake, LPPOA can compel residents to pay for the accompanying burden

"With the benefit [of an easement] ought to come the burden." Lake Lookover, 348 N.J. Super. at 65 (alteration in original) (quoting Island Improvement Ass'n v. Ford, 155 N.J. Super. 571, 574 (App. Div. 1978)). The burden of an easement should be fairly allocated between all who benefit from the easement; there is an "obligation of . . . individual owners to contribute to the repair and maintenance of [an] easement" that property owners benefit from. Island Improvement, 155 N.J. Super. at 575. Common interest associations generally have authority to require payment to support this burden. Unless it is expressly limited otherwise, "a common-interest community has the power to raise the funds reasonably necessary to carry out its functions by levying assessments against the individually owned property in the community and by charging fees for services or for the use of common property." Restatement (Third) of Property (Servitudes) §

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<sup>3</sup> Neither party proffered evidence in the record regarding the average appraisal values of properties inside and outside the Tract.

6.5(1)(a). Since these communities benefit from shared easements and other common servitudes, it is appropriate for an association to impose a "fair and reasonable sharing of financial obligation among such property owners" who live near and benefit from common community elements, such as dams and lakes. Lake Lookover, 348 N.J. Super. at 60. "It is well established that membership obligations requiring homeowners in a community to join an association and to pay a fair share toward community maintenance are enforceable as contractual obligations." Highland Lakes Country Club & Cmty. Ass'n v. Franzino, 186 N.J. 99, 111 (2006). Courts have found that common interest communities, particularly those located in proximity to lakes, can compel homeowners to pay dues to manage shared amenities. See id.; Lake Lookover, 348 N.J. Super. at 65-67; Paulinskill Lake Ass'n v. Emmich, 165 N.J. Super. 43, 45-46 (App. Div. 1978); Island Improvement, 155 N.J. Super. at 574-75.

Since residents benefit from living in the Tract, and residents had notice in the form of the Easement language in their deeds, LPPOA can burden property owners with the Easement assessment in order to maintain the benefits that residents derive from living on or near the Lake. In Lake Lookover, the Appellate Division affirmed the Chancery Division's finding that the lake association, "as the owners of [the lake,] has the power to make assessments against property owners who hold an easement for use of the lake, for the upkeep of the lake including repair of the dam." 348 N.J. Super. at 64 (alteration in original). Here, LPPOA has the authority to impose similar assessments on all property owners by passing resolutions pursuant to its By-Laws, which vest the LPPOA Board of Trustees "with the management and control of all property of LPPOA." Mankoff Cert. Exh. G.

Not only does LPPOA have the authority to impose an Easement assessment, but the LPPOA also administered the Easement assessment fairly. LPPOA equally distributed the same

annual \$115.00 burden to each property owner in the Tract. Am. Compl. ¶ 40. This fee allegedly “represents an equitable pro rata sharing of the common expenses of the lake and recreational facilities,” similar to the pro rata assessment structure the Court approved of in Lake Lookover. Mankoff Cert. Exh. G; Lake Lookover, 348 N.J. Super. at 60. Sempler’s letter stated that LPPOA planned to direct the \$115.00 toward “specific expenses related to maintenance of the common areas of Lake Parsippany,” such as taxes and water quality management. Mankoff Cert. Exh. C. Sempler also addressed how Lake residents were given the option of becoming “full recreational member[s],” entitling them to additional privileges beyond the bare minimum Lake maintenance requirements, if they so wished to take advantage of these privileges. Id. LPPOA’s two-tiered approach indicates that it carefully considered what qualifies as basic Lake upkeep, and that it did not attempt to unfairly charge Tract residents more than what was necessary. Thus, LPPOA has authority to require Tract property owners to contribute to the reasonable maintenance of the Lake, and it adopted a rational approach when calculating the Easement assessment and additional membership fees.

In this case, summary judgment in favor of Defendants is appropriate because there is no genuine dispute of material facts. Plaintiffs take issue with Defendants’ characterization of the Tract as a common interest community, in support of their argument that Defendants have no authority to impose an Easement assessment. However, the Tract fits squarely within the definition of a common interest community: it is a community that is “burdened by servitudes” – here, the Easement language – “requiring property owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners association that provides services or facilities to the community.” Fox, 167 N.J. at 222 (quoting Restatement (Third) of Property (Servitudes) § 6, intro.). At no point at oral argument or in their briefs did Plaintiffs deny that, other than the few

communal properties that LPPOA sold, property owners in the Tract had no notice of the Easement in their chains of title. It is similarly clear that Tract residents derive multiple benefits from the Easement language, such as the ability to vote in LPPOA elections, that non-residents do not have. Relevant and binding case law states that Tract residents can be compelled to pay for the burden that accompanies this benefit. See Lake Lookover, 348 N.J. Super. at 65. Therefore, Defendants can impose an Easement assessment on all property owners located in the Tract, and summary judgment is entered in Defendants' favor.

**c. Attorney's Fees**

R. 4:42-9(a) provides that, "[n]o fee for legal services shall be allowed in the taxed costs or otherwise," unless one of eight specific fee-shifting exceptions listed under subsections (1) through (8) applies. Additionally, "[e]xcept in tax and mortgage foreclosure actions, all applications for the allowance of fees shall be supported by an affidavit of services addressing the factors enumerated by RPC 1.5(a). The affidavit shall also include a recitation of other factors pertinent in the evaluation of the services rendered." R. 4:42-9(b).

Plaintiffs and Defendants both requested reasonable attorney's fees in their Amended Complaint and Answer, respectively. However, the instant action does not fall under one of the fee-shifting exceptions listed under R. 4:42-9, and neither side submitted affidavits or certifications attesting to the amount of attorney's fees and costs they incurred during the course of this litigation. Thus, their respective motions are denied.

**III. CONCLUSION**

Based on the foregoing, Plaintiffs' Motion for Summary Judgment is **DENIED**. Defendants' Cross-Motion for Summary Judgment is **GRANTED**. Plaintiffs' and Defendants'

applications for attorney's fees and costs are both **DENIED**. A conforming Order accompanies this Statement of Reasons.

ORDERED, that Plaintiffs' and Defendants' applications for attorney's fees and costs are both DENIED.

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HON. STUART A. MINKOWITZ, A.J.S.C.

( ) Unopposed  
(x) Opposed

A copy of this Order and the accompanying Statement of Reasons shall be served on all parties within seven (7) days of the signing of this Order.



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HON. STUART A. MINKOWITZ, A.J.S.C.  
SUPERIOR COURT OF NEW JERSEY  
JUDGE'S CHAMBERS

PREPARED BY THE COURT:

MARY PURZYCKI, ET AL.,  
*Plaintiffs,*

v.

LAKE PARSIPPANY  
PROPERTY OWNERS ASSN.,  
INC., AND BOARD OF  
DIRECTORS,  
*Defendants.*

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - CIVIL PART  
MORRIS COUNTY

Docket No. MRS-C-2-17

Civil Action

ORDER

THIS MATTER, having been opened to the Court upon Plaintiffs', Mary Purzycki, et al., Motion for Reconsideration, by their attorney, Brian M. Rader, Esq., of Rader Law LLC; and opposition having been filed by Defendants, Lake ParsIPPANY Property Owners Association, Inc. and Board of Directors, by their attorney, Howard B. Mankoff, Esq., of Marshall Dennehey Warner Coleman & Goggin, P.C.; and the Court having considered all submissions, and for good cause having been shown, and for the reasons set forth in the accompanying Statement of Reasons;

IT IS, on this 22<sup>nd</sup> day of November, 2019;

ORDERED, that Plaintiff's Motion for Reconsideration is DENIED

  
HON. STUART A. MINKOWITZ, A.J.S.C.

( ) Unopposed  
(x) Opposed

A copy of this Order and the accompanying Statement of Reasons shall be served on all parties within seven (7) days of the signing of this Order.

Exhibit B

## **I. BACKGROUND AND PROCEDURAL HISTORY**

The Court incorporates the facts as set forth in its Statement of Reasons, dated October 7, 2019. The underlying action was brought by Plaintiffs, Mary Purzycki, et al. ("Plaintiffs") against Defendants, the Lake Parsippany Property Owners' Association, Inc., et al. ("LPPOA" or "Defendants"). Plaintiffs alleged that the developed tracts surrounding Lake Parsippany (the "Lake") did not constitute a common interest community. Plaintiffs further argued that Defendants could not compel Lake residents to join Defendants' homeowners association, nor could Defendants impose mandatory dues on Plaintiffs to maintain the Lake.

On July 25, 2019, Defendants filed a Motion for Summary Judgment. Plaintiffs filed an Opposition to Defendants' Cross-Motion for Summary Judgment and Reply in Further Support of Plaintiffs' Motion for Summary Judgment on July 29, 2019. On September 9, 2019, the Court heard oral argument in this matter. On October 7, 2019, the Court entered Judgment in favor of Defendants, finding that the Lake was a common interest community and that the easement language in property owners' deeds allows Defendants to impose an easement assessment in order to maintain the Lake. The instant Motion for Reconsideration followed on October 25, 2019.

## **II. LEGAL ANALYSIS**

### **a. Motion for Reconsideration Standard**

Pursuant to Rule 4:49-2, a motion for reconsideration shall state with specificity the basis on which it is made, including a statement of matters or controlling decisions which counsel believes the court has overlooked or as to which it has erred. R. 4:49-2. In Cummings v. Bahr, 295

N.J. Super. 374, 384 (App. Div. 1996), the Appellate Division held that R. 4:49-2 applies (1) when the court's decision is based upon incorrect reasoning; (2) if the court failed to consider evidence; or (3) if there is good reason for the court to reconsider new information. In short, reconsideration is appropriate only when "the court has expressed its decision upon a palpably incorrect or irrational basis or it is obvious that the court either did not consider, or failed to appreciate the significance of, probative competent evidence." Fusco v. Board of Educ. of the City of Newark, 349 N.J. Super. 455, 462 (App. Div. 2002) (quoting D'Atria v. D'Atria, 242 N.J. Super. 392, 401 (Ch. Div. 1990) (emphasis added)), "Reconsideration is a matter within the sound discretion of the court, to be exercised in the interest of justice." D'Atria, 242 N.J. Super. at 401.

The prime function of a motion for reconsideration is to highlight "the matters or controlling decisions which counsel believes the court has overlooked or as to which it has erred." R. 4:49-2. Reconsideration is not a vehicle through which to raise new arguments or to simply reprise the initial motion. Guido v. Duane Morris LLP, 202 N.J. 79, 87 (2010) (citing Capital Fin. Co. of Del. Valley, Inc. v. Asterbadi, 398 N.J. Super. 299, 310 (App. Div.), certif. denied, 195 N.J. 521, (2008)). Furthermore, parties are not entitled to reconsideration on the basis of information that was available but overlooked. Fusco, 349 N.J. Super. at 462; see also Morey v. Borough of Wildwood Crest, 18 N.J. Tax 335, 341 (App. Div. 1999), cert. denied, 163 N.J. 80 (2000). Finally, "[a] litigant should not seek reconsideration merely because of dissatisfaction with a decision of the Court." D'Atria, 242 N.J. Super. at 401. A motion for reconsideration is not an opportunity for a second bite at the apple. It is not a mechanism for unhappy litigants to attempt once more to air their positions and re-litigate issues already decided. See Michel v. Michel, 210 N.J. Super. 21 (Ch. Div. 1985) (per Judge Krafte).

**b. Plaintiffs' Motion for Reconsideration**

Plaintiffs contend that the Court overlooked the structure of the assessment scheme and certain controlling laws when coming to its decision.

i. Voting and participation rights

Plaintiffs first argue that because the 2017 amendments to N.J.S.A. 45:22A-43, et seq. give property owners in a common interest community voting and participation rights, the Court must clarify its ruling to ensure that Lake property owners are similarly entitled to these rights under LPPOA's proposed two-tiered membership structure. Plaintiffs particularly point to N.J.S.A. 45:22A-45.1, which was amended in 2017, in relevant part, to:

[e]stablish that all unit owners are members of the [common interest community] association and provide basic election participation rights for certain residents of common interest communities, including the right of resident owners in good standing to nominate any unit owner in good standing as a candidate for any position on the executive board, run, appear on the ballot, and be elected to any executive board position, in every executive board election, and for those rights to apply regardless of the date of a community's establishment . . . .

[N.J.S.A. 45:22A-45.1(g)(1)].

Nothing in the Court's October 7, 2019 Statement of Reasons specifically instructs Defendants to pursue a certain fee assessment structure or finds that Defendants' proposal fails to conform to legal requirements. LPPOA, as manager of the Lake, is in the best position to determine how best to collect necessary fees within the boundaries proscribed by statute. A judicial determination approving or disapproving of a certain voting structure was never pled in Plaintiffs' Amended Complaint, nor was it before the Court for consideration in Plaintiffs' Motion for Summary Judgment. The Amended Complaint only sought, among other things, declaratory judgment

pursuant to N.J.S.A. 2A:16-53, which is intended to “settle and afford relief from the uncertainty and insecurity with respect to rights, status and other legal relations.” N.J.S.A. 2A:16-51. However, Plaintiffs never specifically requested that the Court approve of a voting plan under Defendants’ proposed two-tiered assessment structure. Plaintiffs’ Motion for Summary Judgment makes no mention of Plaintiffs’ concerns over voting rights. The Court, therefore, declines to opine as to the adequacy of Defendants’ easement assessment proposal or Defendants’ “intent” in implementing a two-tiered approach, other than to state that Defendants must comply with all applicable laws, including N.J.S.A. 45:22A-45.1.

ii. Authority to charge fees under privity of contract

Plaintiffs also argue that LPPOA has no right to assess attorney’s fees, late fees, interest and liens because there is no privity of contract if Plaintiffs are mere easement holders. Plaintiffs allege that because Defendants classify Lake residents in the lower tier of the fee assessment structure as having “easement holder” privileges, while residents in the higher tier have “recreation membership privileges,” is it possible to imply that “easement holders” could not be classified as members of the association.

Again, this is a tangential issue that was never pled in Plaintiffs’ Amended Complaint. The Amended Complaint only requested judgment against Defendants, in relevant part, “[d]eclaring and adjudging the nature and extent of Plaintiff’s rights and obligations; specifically barring the LPPOA from implementing and collecting the Assessment.” Am. Compl., pg. 10. It never asked the Court to void any existing contractual obligations between Plaintiffs and Defendants. In the October 7, 2019 Statement of Reasons, the Court already found that LPPOA is a common interest community. In such communities, it is typical for there to be a “sharing of expenses for maintenance among the residents” based on equity, and regardless of alleged privity of contract

issues. Mulligan v. Panther Valley Property Owners Ass'n, 337 N.J. Super. 293, 311 (App. Div. 2001). Similarly, Plaintiffs' Motion for Summary Judgment put forth two primary arguments: (1) that Defendants lack the authority to charge a mandatory assessment in order to maintain the Lake; and (2) that the case must be dismissed as moot if Governor Murphy signs Bill 5043. Plaintiffs never asked for a declaration that, should the Court rule in Defendants' favor, Defendants must assess fees in a certain way, or that Plaintiffs must be granted a certain type of membership in the association. It is not for the Court to determine precisely how Defendants should carry out their assessment scheme, including exactly how any fines and fees are to be collected, when Plaintiffs never requested that specific relief.

iii. Imposition and notice of liens

Finally, Plaintiffs allege that LPPOA had no authority to impose liens on Lake properties prior to the date of the Resolution, October 19, 2016, because property owners lacked adequate notice of a debt. Plaintiffs contend that the "right to use . . . the waters of Lake Parsippany for bathing, boating and fishing," as stated in the easement language found in Lake residents' chains of title, does not provide sufficient notice that a lien could possibly result, and further that equitable liens must have some basis in contract.

As noted above, Plaintiffs' Amended Complaint never requested that the Court prevent Defendants from imposing any liens on residents' properties. As stated in Section ii, supra, Plaintiffs only sought a declaratory judgment, "[d]eclaring and adjudging the nature and extent of Plaintiff's rights and obligations; specifically barring the LPPOA from implementing and collecting the Assessment." Am. Compl., pg. 10. Plaintiffs failed to request that the Court make any specific judicial determinations regarding or to void any alleged liens. In addition, Plaintiffs' July 2, 2019 Memorandum of Law in Support of Their Motion for Summary Judgment does not

even raise the enforceability of liens as an issue. Plaintiffs argue that “[t]here is no basis to record a lien against the lot owners,” but Plaintiffs do not specifically seek to void any liens, and no evidence was presented to the Court that any liens were ever filed. To the extent that Plaintiffs are seeking to prevent liens from being imposed on residents, such a determination is premature because there is no evidence that liens were even recorded on any of the Lake properties. The Court, therefore, declines to further entertain how Defendants may choose to impose equitable liens on Lake residents’ properties.

### III. CONCLUSION

Plaintiffs’ Motion for Reconsideration is **DENIED**. A conforming Order accompanies this Statement of Reasons.





## **CHAPTER I: NAME AND RULES OF ORDER**

### **Article 1: NAME**

The name of the organization shall be: "Lake Parsippany Property Owners Association, Inc.", hereafter referred to as LPPOA.

### **Article 2: SEAL**

The LPPOA shall have a seal that shall be affixed to all official and legal documents, papers, and contracts of the LPPOA.

### **Article 3: FISCAL YEAR**

The LPPOA's fiscal year shall begin on January 1 and end on December 31 of each year.

### **Article 4: RULES OF ORDER**

All questions as to rules of order or parliamentary procedure, not covered in these by-laws shall be controlled and decided by Robert's Rules of Order.

## **CHAPTER II: MEETINGS**

### **Article 1: BOARD OF TRUSTEES REGULAR MEETINGS**

The Board of Trustees shall meet on the second Monday of each month at a time so designated by the Board of Trustees in the Clubhouse or at other such date and/or place in Lake Parsippany so designated by the President to conduct a regular meeting consisting of official and routine business. . A quorum consisting of a simple majority of the Board of Trustees must be present in order to conduct business. If no quorum is present one-half hour after the designated starting time of such meeting, the meeting will automatically adjourn and a new day and time shall be designated by the President, or may continue as a work session, although no action of the Board may be taken. Non-Trustee Committee members may attend all Trustee meetings and enter discussions and make suggestions related to that committee; however, they may neither make nor second motions, nor cast votes at such meetings.

All meetings of the Board, except conference or work sessions at which no binding votes are to be taken, shall be open to attendance by all members, except the Board may exclude or restrict attendance at those meetings, or portions of meetings, dealing with (1) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; (2) any pending or anticipated litigation or contract negotiations; (3) any matter falling within the attorney-client privilege, to the extent confidentiality is required in order for the attorney to exercise his or her

Approved 12-8-08

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LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

Exhibit C

ethical duties as a lawyer or (4) any matter involving the employment promotion discipline or dismissal of any officer, trustee or employee of LPPOA. The participation of members at meeting of the Board or the provision of a public comment section shall be at the discretion of the Board. Minutes shall be taken and made available to all members, once approved, before the next open meeting.

## **Article 2: BOARD OF TRUSTEE WORK SESSIONS**

The President or a member of the Board of Trustees may call for a work session of the board, which may include specific committee members, or invited members of the general membership when deemed so needed. Work Sessions may include, but are not limited to, discussions about specific topics or concerns. No motions of any kind will be conducted or made during a Work Session and no binding votes may be taken. Minutes of the Work Session will be taken and made available at the next immediate Board of Trustee meeting. Any business or action as a result of said Work Session shall, *including voting* be put forth before the Board at a Board of Trustee meeting to allow for full discussion, resolution or a motion if so needed.

## **Article 3: GENERAL MEMBERSHIP MEETINGS**

The Annual Meeting of the membership shall take place at the Clubhouse, or such place designated by the Election Committee at 9:00 am on the first Sunday after Labor Day; elections to the Board of Trustees are held at the Annual Meeting.

Two additional general membership meetings will be held each year: the first on the second Monday in October, when amendments and changes to the by-laws, if any, shall be made, new Trustees as a result of the September elections shall be installed, and all LPPOA records turned over to the proper persons.

The second general meeting shall be held on the second Monday of the month of December, at which time the proposed budget for the following year shall be acted upon, and routine business transacted.

## **Article 4: SPECIAL MEETINGS**

Any member in good standing of the LPPOA shall have the right to request the President to call a special meeting by submitting to the President a written petition which shall include the purpose of such meeting and shall be signed by 25 voting memberships.

## **Article 5: NOTICE OF SPECIAL MEETING**

In the event a special meeting is called, ten days notice to members must be communicated via a front-page notice in the News & Views or by mail. Email may be utilized as an additional

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communication method but, may not replace the above mentioned required methods. No other business than that stated shall be transacted at the special meeting.

#### **Article 6: QUORUM**

Fifty (50) property owner memberships shall constitute a quorum at any general or special meeting of the LPPOA. If no membership quorum is present at the time designated for such general or special meetings, such meetings may, on the motion of a Trustee, duly carried, be turned into a meeting of the Board of Trustees.

### **CHAPTER III: MEMBERSHIP**

#### **Article 1: ENTITLEMENTS**

All owners of property in Lake Parsippany, as defined in Chapter V, are members in LPPOA. Members in good standing are defined as members who have paid all dues, assessments fines, late payment charges and collection costs, and are in compliance with all By-Laws, Rules, Regulations and Policies of LPPOA. Members in good standing will be issued badges. Upon receipt of badges, members shall be entitled to the privileges of the LPPOA. Members not in good standing shall be entitled to none of the privileges of members in good standing.

Non-property owner residents and non-residents may be permitted to use of LPPOA property pursuant to terms determined by the Board of Trustees.

#### **Article 2: VIOLATIONS OF BADGE USE**

Lending of badges to resident non-members, or to members not in good standing is not permitted. Should this occur, the badge holder and/or the borrower, if a member, will be subject to penalties, including loss of privileges. At the time of the violation the badges of the violator will be picked up by an authorized agent of the LPPOA making the charges. These charges shall be made in writing and presented to the board, dated and signed by the agent. The Lake Patrol chairman or authorized agent of the Board of Trustees will hold the violator's badges until the violator has had written notice of the violation and a proposed hearing date, and has had an opportunity to be heard, at which time the Board of Trustees, at the next regular meeting, shall take final action. The assessment of a penalty shall be by a simple majority vote of the Board of Trustees of the LPPOA.

### **CHAPTER IV: DUES**

#### **Article 1: ANNUAL DUES, GUEST RATES AND ENTITLEMENTS**

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

**Article 1.** The manner for collecting from members of their respective shares of the common expenses shall be at the discretion of the Board of Trustees, and compliant with the By-Laws.

**Article 2.** Each property owner, by deed of transfer or other conveyance of property, shall be deemed a member of LPPOA and shall be responsible to pay to LPPOA all dues, assessments, fines, penalties, late payment charges and costs of collection (including attorney's fees) as provided in these By-Laws, or in other Rules, Regulations, and policies of the Board, as may be implemented from time to time. The Board may provide for different dues and assessments for different types of members. No member may waive or otherwise avoid liability for dues and assessments by non-use of the lake or other facilities of LPPOA. All dues, assessments, fines, penalties, late payment charges and costs of collection shall be a continuing lien against the property of the member against which the assessment is made, and each subsequent holder of title to the property. Liens for unpaid dues, assessments, fines, penalties, late payment charges and costs of collection may be recorded and further may be foreclosed by suit in the name of LPPOA in the same manner as a foreclosure of a mortgage on real property.

**Article 3.** Privileges in LPPOA will not be granted on resale or other transfer of ownership of property until all dues, assessments fines, penalties, late payment charges and costs of collection in arrears are paid in full

## **CHAPTER V: GEOGRAPHICAL REPRESENTATION**

### **Article 1: DEFINITION OF DISTRICTS**

The area constituting Lake Parsippany shall be those lots designated on the maps for "Lake Parsippany-Parsippany Troy Hills, Morris County, New Jersey" and filed in the Morris County Clerk's Office as a series of registered maps by the Mirror Holding Corporation. All the tract of land known as Lake Parsippany shall be divided, for representation purposes, into four Districts as:

#### **District No: 1**

To begin at and including 100 feet west of Camden Road, running and extending easterly, then southerly to a junction point at Calfon Road and Lake Shore Drive known as lots no 4100-4180.

#### **District No: 2**

To begin at the junction of Calfon Road and Lake Shore Drive, lots No. 4079 and 4099 inclusive, continuing westerly and northerly, terminating at and including lot No. 1065 on Lake Shore Drive.

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

**District No: 3**

To begin on Lake Shore Drive, at and including lot 1066, extending northwesterly and easterly to include a line 100 feet west of Bridgeton Drive from Lake Shore Drive, to northerly boundary of property line.

**District No: 4**

To begin 100 feet westward of Bridgeton Drive, continuing in an easterly direction to point of beginning of District No. 1.

**CHAPTER VI: VOTING.****Article 1: ANNUAL ELECTIONS**

Annual elections to the Board of Trustees shall take place at the Clubhouse, or such place designated by the Election Committee between the hours of 9:00 am and 3:00 pm on the first Sunday after Labor Day. Written notice of the election will be provided to members by personal delivery, mail, or electronic means, not less than fourteen (14) days prior to the meeting. The notice shall list the names of the candidates in alphabetical order. In the case of mailing, notice shall be effective when deposited in the mailbox with proper postage. Notice may only be sent via electronic mail if the affected member has agreed in writing to receive electronic mail.

**Article 2: QUALIFICATIONS**

Only one vote per membership may be cast at the Annual Election. Voting members must own property in designated Lake Parsippany voting district boundaries and be a member in good standing in the LPPOA for thirty days prior to said election. No proxy votes will be permitted under any circumstances. The general membership shall vote in the case of President, Vice President, Treasurer, Financial Secretary, and Recording Secretary. Only persons residing in the District represented shall vote in the case of Directorships.

**Article 3: VOTES AT CLOSING TIME**

All persons in line at the polls at the time the polls close will be entitled to vote in the Annual Elections

**Article 4: ELECTIONEERING**

No electioneering shall be permitted within the voting enclosure, or within 100 feet of the polls.

**Article 5: ELECTION COMMITTEE**

The full Election Committee is to be appointed by the President to act as Tellers. This committee is to be composed of three non-Trustee property owner members, one of which is to be appointed chairman of the committee. The committee members shall have been LPPOA members in good standing at least one (1) year prior to their appointment to the committee. The Financial Secretary or

designated agent shall be present on Election Day to assist the committee in checking membership and voting districts.

#### **Article 6: BALLOTING**

The Recording Secretary shall have the ballots printed and numbered with the names of the candidates for offices plainly printed in alphabetical order under the office for which they are nominated, as follows:

President  
Vice-President  
Treasurer  
Recording Secretary  
Financial Secretary  
Director for District 1  
Director for District 2  
Director for District 3  
Director for District 4

Where more than one Director is to be elected in any district due to vacancies, the candidate receiving the next greater number of votes will be elected for the shorter term. In the event of a tie vote, the matter shall be settled by the toss of a coin. A candidate must be a member of the LPPOA in good standing for not less than one year immediately preceding the Annual Election.

#### **Article 7: METHODS OF VOTING**

Each LPPOA membership entitled to vote (only 1 vote per property) will be given a ballot upon entering the polling place, provided he or she furnishes his or her membership badge or number. A suitable place must be provided for balloting in secret. Each ballot shall be deposited in a locked box provided for that purpose. The number shall be torn from the ballot and kept separately. Five (5) ballot boxes shall be provided; one for Officers' ballots and one for each Districts' ballots.

#### **Article 8: CANDIDATE'S REPRESENTATIVE**

Each candidate shall be entitled to have a representative within the polling enclosure. The names of the candidate's representative and his alternate are to be filed with the candidate's petition. Immediately upon close of the polls, the polls must be cleared of any and all persons, except candidates' representatives and Election Officers, before the tally begins.

#### **Article 9: TALLY OF VOTES**

The Election Officers shall act as inspectors/tellers at the membership meeting where voting occurs. If any person appointed as an inspector fails to appear or act or no inspector is appointed, the presiding Officer at the meeting shall make the appointment. Each Election Officers shall take and sign an oath faithfully to execute the duties of the inspector at the meeting with strict impartiality and according to the best of that person's ability. A person shall not be elected Trustee or Officer at a meeting in which that person has served as Election Officers.

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

Election Officers shall determine the number of memberships outstanding, the members represented at the meeting, the existence of a quorum. Election Officers shall receive votes, hear and determine all challenges and questions arising with the right to vote, count and tabulate all votes, determine the results and do all acts proper to conduct the election or vote with fairness to all members. If there are three or more Election Officers, the act of the majority shall govern. On the request of the Officer presiding at the meeting, or any member entitled to vote, the Election Officers shall make a report in writing of all challenges, questions and matters determined by them, which shall be *prima facie* evidence of the facts stated therein and shall be filed with the minutes of the meeting.

Once the tally has been completed and the report of results is certified and signed by the Board of Elections with all the candidate's representatives present, all voted ballots will be held for a period of 30 days by the Chairman of the Board of Elections, during which time the candidates may request a recount. This request must be in writing to the Board of Elections Chairman with a copy to the President. After 30 days have passed and no recount has been requested the chairman must destroy all the ballots.

#### **Article 10: ELECTIONS AND NOMINATION TIMES**

At the Annual Elections the members by ballot shall elect a President, Vice President, Treasurer, Recording Secretary, Financial Secretary and one Director from each District. At the July meeting, nominations from the floor may be made for President, Vice President, Treasurer, Recording Secretary, and Financial Secretary, provided said nominee has been a LPPOA member in good standing for twelve (12) calendar months immediately prior to said nomination. Petition for said nominee to follow as per Article 11.

#### **Article 11: PETITIONS FOR CANDIDATES**

All candidates must be resident property owners and members in good standing of the LPPOA for twelve (12) calendar months immediately prior to the election. All members shall be notified in writing no later than thirty (30) days prior to the date for mailing of the notice of the meeting informing them of the right to nominate themselves, or other members in good standing, for candidacy to serve on the Board of Trustees. The nomination must be made prior to the mailing of ballots, and must be filed with the Recording Secretary. No more than one owner from any single home may serve simultaneously on the Board.

#### **Article 12: TERMS OF OFFICE**

All trustees, excepting Directors, shall be elected for the term of two years. Directors are elected for the term of three years. No individual shall hold the office of President for longer than three (3) successive two-year terms. Existing Board will remain in office until a new board is elected. A new election date is to be set by the President. All regular election rules for this new date shall be abided by.

### **Article 13: SPECIAL YEARLY CANDIDATE'S MEETING**

A special Candidate's Meeting should be held each year there is an election at the Clubhouse, or such place designated by the Election Committee, at 8:00 PM on the Friday prior to the Annual Election for the specific purpose of introducing candidates for the coming election, and to give members an opportunity to hear the platforms of such candidates and to question them, after proper recognition from the Chair, on such platforms and other matters pertaining to the welfare of the community. The Chairman will designate the time allotted to both candidates equally to present their platforms and, if requested, equal time for rebuttal by each. The Election Chairman shall also be the chairman at the candidates' meeting.

## **CHAPTER VII: BOARD OF TRUSTEES**

### **Article 1: REQUIREMENTS**

The Board of Trustees shall consist of seventeen members, five (5) officers and twelve (12) directors, three directors from each district. Each Director must reside in the district from which he is elected. The Board of Trustees shall serve without compensation. The Board shall have the power to compensate the Financial Secretary and the Treasurer with a stipend, the amount to be determined at the discretion of the Board.

### **Article 2: VACANCIES ON THE BOARD**

In the event of a vacancy caused by resignation, death, failure to maintain any reasonable qualification, including maintaining good standing, to be a Board member, or by removal following a vote of the membership, the Board of Trustees shall have the power to fill vacancies in its own membership by an affirmative vote of the simple majority of the current membership of the Board of Trustees. Trustees so chosen shall serve until their successor is installed.

### **Article 3A: RESPONSIBILITIES OF TRUSTEES**

The Board of Trustees shall have the general management and control of all property of this LPPOA. The powers and functions of the LPPOA shall be through the Board of Trustees, which may act in all instances on behalf of LPPOA. It shall prescribe the duties, powers and duration of all committees. All Board of Trustees members must take on a specific responsibility or duty as determined by the Board of Trustees. All committee members must be LPPOA members and have their appointments approved by the Board of Trustees. The duties of each Trustee shall be documented in a procedure manual. It shall be the responsibility of the Trustees to maintain the Procedure Manual, setting forth the duties of all Board members, paid staff and committees, as well as procedures relevant to all activity committees, lake activities and operations. The President and the Recording Secretary shall hold copies of the procedures.

The Board of Trustees shall have the authority to adopt, amend and enforce reasonable administrative rules, regulations and policies related to the operation, use, maintenance and enjoyment of the common properties.

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a



**Article 3B: ATTENDANCE REQUIRMENTS OF BOARD OF TRUSTEES**

Board of Trustees Members must attend a minimum of 8 Board meetings throughout the calendar year. In addition they must attend at least ½ of the called work sessions and ½ of the budget meetings.

Excused absences: There will be times when a Board of Trustee member must attend a township or other lake related meetings. These are excused absences as they are still representing the Board of Directors of the LPPOA.

In the event a Board of Trustee Member can not make a Board meeting for any reason they are expected to email their report as well as notification (by phone or other means) of their absence to the Recording Secretary by 3pm the day of the meeting.

**Article 4: APPROVAL OF EXPENDITURES**

The Board of Trustees must approve all non-budgeted expenditures. Any proposed expenditure of \$100.00 or more for maintenance, replacement, improvement or purchase of any property of the LPPOA must have prior approval of the Board of Trustees before it is authorized. In the event the Board of Trustees cannot approve an outstanding obligation in a reasonable time, the Treasurer at his/her discretion may pay the obligation so long as the expenditure is not more than \$500.00.

**Article 5A: REMOVAL OF BOARD MEMBERS**

The Board of Trustees shall have the power to remove any of its members for failure to maintain reasonable qualification, including inefficiency, non-attendance at three consecutive Board of Trustees meetings, neglect of committee duties, or disorderly or dishonest conduct at any time. Request for such removal must be in writing signed by at least five Board members and personally delivered to the Secretary during a Board meeting, at which time a motion must be made, seconded, and passed by a majority of the Board members present to the effect that the Secretary outline such charges made against the alleged offender, in a letter to be mailed by registered mail. Refusal by the alleged offender to accept such a certified letter shall automatically be regarded as a resignation and immediately accepted as such. Charges must be answered in person at the next board meeting, at which time a vote will be taken by secret balloting. An affirmative vote of two-thirds (2/3) of the current membership of the Board of Trustees shall suffice to remove a Trustee from office. In order for such removed Trustee to seek re-election to any office, they must present a petition signed by a minimum of 50 LPPOA memberships.

**Article 5B: RESIGNATION OF A BOARD MEMBER**

Failure to attend 2 consecutive monthly Board of Trustees meetings will warrant a formal reminder letter of the responsibilities of the position. Failure to attend 3 consecutive Board meetings will be acknowledged at that meeting as a resignation from the board.

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

**Article 6: APPOINTMENT OF SUCCESSORS**

In the event of a vacancy caused by resignation, death, failure to maintain any reasonable qualification, including maintaining good standing, to be a Board member, or by removal following a vote of the membership, it shall be the duty of the Board to appoint their successor at the next Board Meeting. Appointed Trustees shall serve until the next election. Resignation of a Board member should be in writing and accepted by a majority of the board.

**Article 7: APPROVAL OF BEACH MANAGERS AND OTHER PAID PERMANENT STAFF**

The Board of Trustees shall request and obtain a letter of reference from the person applying for the position of Beach Manager or other permanent paid staff. The Beach Manager's salary will be approved yearly in conjunction with the approval of the budget in December. The Board of Trustees will approve and provide the beach manager with a list of duties to be performed.

**Article 8: APPROVAL OF SWIM COACH**

The Board of Trustees shall request and obtain a letter of reference from the person applying for the position of swim coach. The Swim Coach's salary will be approved yearly in conjunction with the approval of the budget in December. The Board of Trustees will approve and provide the swim coach with a list of duties to be performed.

**Article 9A: APPROVAL OF LIFEGUARDS**

The Board of Trustees shall request and obtain from the Beach Manager qualifying certificates and a doctor's certificate for each lifeguard applying for lifeguard duty, and approve each individual lifeguard before he or she is hired for lifeguard duty at Lake Parsippany.

**Article 9B: APPROVAL OF CLUB HOUSE MANAGER**

The Board of Trustees shall request and obtain a letter of reference from the person applying for the position of Club House Manager. The Club House Manager shall be a member in good standing for at least one year. The Board of Trustees will approve and provide the Club House Manager with a list of duties to be performed.

**Article 10: INSPECTION OF LPPOA'S BOOKS**

All books, records, papers, etc. of the LPPOA shall be open to the inspection of any member of the LPPOA at any meeting or any other time mutually acceptable to the requesting member and the proper officer.

**Article 11: FIRST FIXED CHARGES TO INCOME**

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

The Treasurer shall see that the charges for taxes and maintenance of the LPPOA property shall be the first fixed charges against income of the LPPOA. In addition, 10% of the receipts from membership dues of the LPPOA shall be reserved for fresh water and weed control.

#### **Article 12: PRESIDENT'S DUTIES**

The President shall preside at all general and special meetings of the LPPOA and shall serve as Chairman of the Board of Trustees and as an ex-officio member on all committees. The President shall have the authority to make appointments to all committees, either standing or temporary; however, the Board of Trustees must approve all such appointments. The President shall sign all contracts subject to the approval of the Board, with the Treasurer. The President shall be responsible for the inventory and relinquishment of all records to the succeeding administration.

#### **Article 13: VICE-PRESIDENT'S DUTIES**

The Vice-President shall, in the absence of the President, perform the above duties of the President, except that he may not sign checks for the payment of money, unless empowered to do so by the Board of Trustees. He shall act as Aide to the President when so designated by the President.

#### **Article 14: TREASURER'S DUTIES**

The Treasurer shall have the care and custody of all funds of the LPPOA in a depository approved by the Board of Trustees. All funds must be reflected in the Annual LPPOA Budget. These funds shall include all revenue earned, in any manner, by the LPPOA i.e. revenue from Membership fees, boat tags, Open House, beach or clubhouse rentals, concerts, beach sales and all other monies earned or collected. He shall have the power to collect all funds and assessments of the LPPOA, sign checks and vouchers for the payment of moneys, together with the President. He shall keep correct books of the financial affairs of the LPPOA and report the condition of the finances to the LPPOA member's at all general meetings. The books must be available for inspection by the Board or anyone whom it may designate. He shall pay out funds only as approved by the Board of Trustees or in accordance with Chapter VII, Article 4 Approval of Expenditures. A safety deposit box is to be engaged for valuable papers, and the President and/or Treasurer shall have access to said deposit box.

#### **Article 15: RECORDING SECRETARY'S DUTIES**

The Recording Secretary shall keep minutes of all meetings, The Seal of the LPPOA, the roster of its members, as well as a record of the term of office of all board members. The Recording Secretary shall send out notices, carry on all correspondence and perform such duties as the Board may prescribe. The Recording Secretary, if required shall attest all contracts and other legal documents and written obligations of the LPPOA and the LPPOA Seal affixed thereto.

#### **Article 16: FINANCIAL SECRETARY'S DUTIES**

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

The Financial Secretary shall assist the Treasurer in the collection of all dues and keep an accurate record of any funds he may collect. All moneys collected by the Financial Secretary shall be immediately reported and turned over to the Treasurer, for which the latter will issue a receipt. The Financial Secretary shall be responsible for the issuance of membership cards and/or badges and the preparation of a membership roster. A Membership Chairperson may be appointed by the Board of Trustees to perform these duties in place of the Financial Secretary.

#### **Article 17: BONDING OF OFFICERS**

An approved Bonding Company shall bond the President, Treasurer and Financial Secretary and or Membership Chairperson as recommended by the Board of Trustees. A Directors and Officers Policy covering the Board of Trustees, Beach Managers, Maintenance Person and Clubhouse Managers should also be in effect.

#### **Article 18: FINANCE COMMITTEE**

A Finance Committee shall be appointed by the Board of Trustees. This Committee shall consist of three LPPOA members, non-trustees. It shall be the duty of the Committee to examine financial records of the LPPOA and to make a complete report of their findings no later than the June meeting. Should a full and competent Committee be unobtainable from the LPPOA membership, the Trustees are empowered to appoint and hire a reputable accountant for the aforementioned purposes. The three Finance Committee members shall not be held liable for the findings of their report.

#### **Article 19: COMMITTEES' AND TRUSTEES' RESPONSIBILITIES**

Each Trustee shall serve actively on one or more committees during his/her term of office, either as chairman or member. The Board will outline the duties of each committee. Any Trustee who refuses to serve on at least one Committee, or who neglects to fully perform his duties in connection with any Committee, shall be deemed to have not maintained reasonable qualifications and be subject to removal. It will be the privilege of the Board to add to these committees any such public spirited, non-Trustee members of the LPPOA who signify their willingness to serve their community.

#### **Article 20: PARLIAMENTARIAN'S RESPONSIBILITIES**

It shall be the responsibility of the Parliamentarian to interpret the by-laws, advise the Board as to the interpretation and enforce the by-laws. The Parliamentarian will further enforce Robert's Rules of Order where applicable. The Parliamentarian shall be appointed annually by the President from among the current Board of Trustees. This appointment shall be subject to approval by a vote of the Board of Trustees.

### **CHAPTER VIII: AMENDMENTS TO BY-LAWS**

#### **Article 1: AMENDMENTS**

Approved 12-8-08

WS 12-08-08

LPPOA BY-LAWS Amended per PREDFDA 3/12/18 a

These by-laws may, by a two-thirds vote of LPPOA members present, be amended at the regular October membership meeting or Special by-laws meeting, provided prior notice of the proposed amendment shall be provided via mail, hand delivered or electronically delivered, if permitted, to all members at least fourteen (14) days prior to the meeting. The Board of Trustees must first determine that the language of the proposed amendment is unambiguous, consistent with applicable law and with the current By-laws which are not proposed for amendment, before presenting the amendment to the membership for a vote.. Members may call a vote to amend the By-Laws consistent with Chapter II, Article IV. It is recommended that the by-laws be reviewed every two or three years.

## **CHAPTER IX: ORDER OF BUSINESS**

### **Article 1: GENERAL MEETINGS**

The order of business of general LPPOA and Board of Trustee meetings shall be:

1. Meeting called to order by Chairman
2. Secretary calls roll of Trustees
3. Secretary reads minutes of previous meeting
4. Secretary reads correspondence and bills
5. Financial Secretary reads Membership Report
6. Treasurer reads Financial Report
7. Committee Chairman submits written reports after reading major points to Board members, and action taken, if necessary.
8. Finance Committee Report (when reported)
9. Public portion
10. Miscellaneous Unfinished Business
11. New Business
12. Adjournment

### **Article 2: SPECIAL MEETINGS**

The order of business for SPECIAL LPPOA meetings shall be as follows:

1. Meeting called to order by Chairman
2. Secretary calls roll of Trustees
3. Chairman introduces Special Business for discussion and voting.
4. Adjournment.



The corporation shall have power to conduct its business in all its branches, have one or more offices, and unlimitedly to hold, purchase, mortgage and convey real and personal property in the State of New Jersey, and as well in all other states, territory or colony of the United States and in any foreign country or place.

Fourth: The total authorized capital stock of this corporation is \$20,000. divided into two hundred shares of the par value of one hundred dollars.

Fifth: The names and post office addresses of the incorporators and the number of shares subscribed for by each, the aggregate of such subscription amounting to two thousand dollars being the amount of capital stock with which the Company will commence business, are as follows:

NAME	POST OFFICE ADDRESS	NO SHARES.
Abe Gurevitz	26 Park Place, Morristown, N. J.	18
Lucille Mitchell	27 Ridgedale Ave., " " "	1
Edna Antony,	29 Ridgedale Ave., " " "	1

Sixth: The period of existence of this corporation is unlimited.

In Witness Whereof, we have hereunto set our hands and seals this 24th day of October, A. D. 1933.

Signed, sealed and delivered  
in the presence of  
Michael Weinstein

Abe Gurevitz (L.S.)  
Lucille Mitchell (L.S.)  
Edna Antony (L.S.)

Be it remembered, That on this 24th day of October, A.D., 1933, before me,  
A Notary Public of New Jersey personally appeared, Abe Gurevitz, Lucille Mitchell and Edna Antony, who I am satisfied are the persons named in and who executed the foregoing certificate, and I having first made known to them the contents thereof, they did each acknowledge that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Michael Weinstein  
A Notary Public N. J.

Received and Recorded October 24th, 1933, at 1:40 o'clock P. M.

E. Bertram Mott, Clerk.

No. 2770.

#### CERTIFICATE OF INCORPORATION of the

#### LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, INC.,

THIS IS TO CERTIFY, That the undersigned do hereby associate themselves into the corporation under and by virtue of the provisions of an act of the Legislature of the States of New Jersey entitled "An act to incorporate associations not for pecuniary profit," approved April twenty-first, Eighteen hundred and ninety-eight, and the several supplements thereto and acts amendatory thereof.

FIRST:- The name of the corporation is LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, INC.

SECOND:- The purposes for which this corporation is formed are:

- (a) To own, maintain, improve, beautify and keep the beaches and parks at Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey.
- (b) To maintain, improve, and beautify the streets, roads, avenues, in said Lake Parsippany, in said Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, for the benefit of the inhabitants, residents, property owners and the general public of said Lake Parsippany.
- (c) To own, operate and maintain at said Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, a club or community house or social or civic center for social, civic and recreational purposes for the benefit of the members of the Association.

THIRD:- The location of the principal office of this corporation is at Lake Parsippany, in the Township of Parsippany-Troy Hills, in the County of Morris and State of New Jersey, and the name of the agent therein and in charge thereof, upon whom process against the corporation may be served is Frank R. McCarthy, whose residence is 396 Mountain Road, Union City, New Jersey.

FOURTH:- The number of trustees of this corporation is seventeen.

FIFTH:- The names of the trustees selected for the first year of the existence of

George P. Johnson, Louis W. Kahout, Clarence A. Loehwing, Frank R. McCarthy, George McDougall, James Magnatta, Fred G. Miller, Timothy Mulroy, William C. Niemand, Nils Pearson, Albert Wasko, George A. West, John P. Yancho,

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of October, 1933.

Signed, sealed and delivered  
in the presence of:

Albert Wasko \_\_\_\_\_  
E. P. Fisler \_\_\_\_\_  
John P. Yancho \_\_\_\_\_  
Milton Gibian \_\_\_\_\_  
George McDougall \_\_\_\_\_  
Clarence A. Loehwing \_\_\_\_\_  
Frank R. McCarthy \_\_\_\_\_  
James Magnatta \_\_\_\_\_  
Nils Pearson \_\_\_\_\_  
George P. Johnson \_\_\_\_\_  
Anton John Huck \_\_\_\_\_  
Fred G. Miller \_\_\_\_\_  
William H. Brown \_\_\_\_\_  
Timothy Mulroy \_\_\_\_\_  
William C. Niemand \_\_\_\_\_  
Louis W. Kahout \_\_\_\_\_  
George A. West \_\_\_\_\_

STATE OF NEW YORK, ss.: BE IT REMEMBERED, That on this 19th day of October, 1933, before  
COUNTY OF NEW YORK. me, a Commissioner of Deeds, personally appeared William H.  
Brown, E. P. Fisler, Milton Gibian, Anton J. Huck, George P.  
Johnson, Louis W. Kahout, Clarence A. Loehwing, Frank R. McCarthy, George McDougall,  
James Magnatta, Fred G. Miller, Timothy Mulroy, William C. Niemand, Nils Pearson, Albert  
Wasko, George A. West and John P. Yancho, who, I am satisfied are the persons named in  
and who executed the foregoing certificate, and I having first made known to them the  
contents thereof, they did each acknowledge that they signed, sealed and delivered the  
same as their voluntary act and deed, for the uses and purposes therein expressed.

Ludwig B. Freudenthal  
Commissioner of Deeds for New Jersey

Received and recorded Oct. 25th, 1933 at 9:15 o'clock A. M.

E. Bertram Mott, Clerk.

No. 2772

CERTIFICATE OF INCORPORATION  
OF  
SEABURY & SONS, INC.

THIS IS TO CERTIFY, That We, Simon Brett, Thomas F. Murphy and Mortimer S. Edelstein, do hereby associate ourselves into a corporation, under and by virtue of the provisions of an act of the Legislature of the State of New Jersey, entitled "An Act concerning corporations (Revision of 1896)" and the several supplements thereto and acts amendatory thereof, and do severally agree to take the number of shares of capital stock set opposite our respective names.

FIRST: The name of the corporation is SEABURY & SONS, INC.

SECOND: The location of the principal office in this State is at 708 Main Street, in the City of Boonton, County of Morris.

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served, is Richard W. Seabury.

THIRD: The objects for which this corporation is formed are:

1. To transport by aircraft in interstate and/or foreign commerce passengers, freight, securities and articles of merchandise of every nature and description.
2. To carry mail under contract with the United States Government.
3. To acquire by purchase or otherwise, to own, lease, operate, sell or otherwise dispose of aircraft of every nature and description, the motors therefor and accessories thereto.



PLAAT, the receipt thereof I do hereby acknowledge and him therefrom acquit, exonerate and forever discharge, have granted, bargained, sold, assigned, transferred and conveyed and by these presents do grant, bargain, sell, assign, transfer and convey unto the said JOHN VANDER PLAAT his heirs and assigns, all and singular the said land and premises with the appurtenances, privileges and hereditaments thereto belonging or in any wise appertaining: TO HAVE AND TO HOLD the same unto the said JOHN VANDER PLAAT, his heirs and assigns, to his and their only proper use, benefit and behoof, forever, in as full, ample and beneficial a manner as by virtue of the said writ of Fieri Facias, I, may, can or ought to convey the same: And I, the said FRED S. MYERS, for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to and with the said JOHN VANDER PLAAT, of the City of Garfield, County of Bergen, and State of New Jersey, his heirs and assigns, that I have not, as such Sheriff, as aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises with the appurtenances, is, may or can be changed, encumbered or defeated in any way whatever. IN WITNESS WHEREOF, I, the said FRED S. MYERS, as such Sheriff as aforesaid, have hereunto set my hand and seal, this fourth day of December, in the year of our Lord, one thousand nine hundred and thirty-five.

Signed, Sealed and Delivered  
in Presence of  
Robert L. Murphy

Fred S. Myers (L.S.)

STATE OF NEW JERSEY      SS.      I, FRED S. MYERS, Sheriff of said County of Morris, do  
COUNTY OF MORRIS,      solemnly swear that the land and real estate described in this  
deed made by me to JOHN VANDER PLAAT, was by me sold, by virtue  
of a good and subsisting, Execution, as is therein recited; that the money ordered to  
be made has not been, to my knowledge or belief, paid or satisfied; that the time and  
place of the sale of the said land and real estate were by me duly advertised, as re-  
quired by law; and that the same was cried off and sold, to a bona fide purchaser, for  
the best price that could be obtained.

Fred S. Myers,  
Sheriff

Subscribed and sworn before me, one of the Masters of the Court of Chancery of the State  
of New Jersey, on this fourth day of December, in the year of our Lord One Thousand nine  
hundred and thirty-five, and I having examined the deed above mentioned do approve the  
same and order it to be recorded as a good and sufficient conveyance of the land and  
real estate therein described.

Robert L. Murphy  
Master in Chancery of New Jersey

STATE OF NEW JERSEY      SS.      BE IT REMEMBERED, That on this fourth day of December, A. D.  
COUNTY OF MORRIS,      nineteen hundred and thirty-five, before me, the subscriber,  
one of the Masters of the Court of Chancery of the State of  
New Jersey, personally appeared FRED S. MYERS, Sheriff of the said County of Morris,  
who, I am satisfied, is the grantor mentioned in the foregoing Deed, to whom I first  
made known the contents thereof, and he acknowledged that he signed, sealed and deliver-  
ed the same as his voluntary act and deed, for the uses and purposes therein expressed.

Robert L. Murphy  
Master in Chancery of New Jersey.

Received and Recorded December 7, 1935, at 10:12 o'clock A. M.

E. Bertram Mott, Clerk. No. 7230

Mirror Holding Corpn  
To,  
Lake Parsippany Property  
Owners Association Inc.

THIS INDENTURE, made the 7th day of June, Nineteen Hundred  
and Thirty-five, between MIRROR HOLDING CORPORATION, a Cor-  
poration duly organized under the laws of the State of  
New York, having its principal place of business at No. 235  
East 45th Street, in the Borough of Manhattan, City, County  
and State of New York, and duly licensed to transact business in New Jersey, party of  
the first part, and LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION INC., a Corporation duly  
organized under the laws of the State of New Jersey and having its principal office at  
Lake Parsippany in the Township of Parsippany-Troy Hills, in the County of Morris and  
State of New Jersey, party of the second part; WITNESSETH: That the said party of the

first part, for and in consideration of the sum of ONE DOLLAR, and other good and valuable considerations, lawful money of the United States of America, to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns, forever, ALL those certain pieces or parcels of land situate and being at LAKE PARSIPPANY, in the TOWNSHIP of PARSIPPANY-TROY HILLS, in the COUNTY of MORRIS, and STATE OF NEW JERSEY, described as follows:- ALL that certain plot of land designated as CLUB HOUSE GROUNDS, together with CLUB HOUSE located thereon; also Lots 1599, 1600 and 1622, also a certain conduit running from MIRROR POND to LAKE PARSIPPANY, together with an easement to maintain same in its present location; AND ALSO all right, title and interest of the party of the first part in and to MIRROR POND, all as shown and designated on the map entitled:- "Second Map of Lake Parsippany, Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 939. Also Lots 3172, 3173, 3184 and 3185 as shown on said "Second Map", to be used for street purposes only. Said lots are also shown on the "Eighth Map of Lake Parsippany." ALSO all the land below the high water mark of Lake Parsippany; also the dam including gateworks, spillway and tail-races, all situated at the southeasterly end of said LAKE PARSIPPANY: Also the dyke situated at the westerly side of said Lake; and the dyke situated at the southeasterly end of said lake, these dams and dykes being appurtenant to the said LAKE PARSIPPANY. ALSO Lots 3320, 3321, 3332, 3333, 3362, 3363, 3374, 3375, 3386, 3387, 3394, 3395 and also that part of lots 3350 and 3351 occupied by BRIDGETON DRIVE, all as shown and designated on the map entitled:- "Third Map of Lake Parsippany Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933. Case E, Map No. 940, to be used for street purposes only. Said lots are also shown on the "Eighth Map of Lake Parsippany", excepting lots 3394 and 3395 which said lots are shown on the "Seventh Map of Lake Parsippany". ALSO Lots 5298, 5299, 5323, 5324, 5340, 5341, and also that part of lots 5322 and 5325 occupied by EVERETT STREET as shown and designated on the map entitled:- "Sixth Map of Lake Parsippany, Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933. Case E, Map No. 943. All the above are also shown on the "Seventh Map of Lake Parsippany", Said lots to be used for street purposes only. Also all the land shown as PARK on the following Maps of Lake Parsippany:- "Map of" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 938. "Second Map" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 939. "Third Map" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 940. "Fourth Map", filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 941. "Fifth Map", filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 942. "Sixth Map" filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 943. AND ALSO all the right, title and interest of the party of the first part, if any, in and to all the Streets, Roads, Avenues and Drives as shown on all the above described maps and also as shown on the "Seventh Map of Lake Parsippany" filed in the Morris County Clerk's Office on the 14th day of August, 1933, Case E, Map No. 947, and as shown on the "Eighth Map of Lake Parsippany", filed in the Morris County Clerk's Office on the 13th day of March, 1934, Case E, Map No. 953. Lots 1599, 1600 and 1622 are subject to the right of the owners of Plots 'B', 'C' and 'D' to use in common the said lots for the purpose of temporary storage or parking space for any automobile for their own use. The PARK as shown on the "Second Map of Lake Parsippany" lying between the Lake and Halsey Road is subject to the rights of the owners of Plots 'B', 'C' and 'D' to cross and re-cross said park by foot. The Park as shown on the "Fifth Map of Lake Parsippany" lying between the Lake and Lake Shore Drive is subject to the rights of the owners of Plots 'E' and 'F' to cross and re-cross said park by foot. The right, title and interest in the roads, streets, avenues and drives herein conveyed, is subject to the right of the grantor of the party of the first part, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads, avenues and drives of water, gas pipes, mains, valves etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity. This conveyance is made by the party of the first part to the party of the second part upon the express covenant and condition which shall run with the land, to which the party of the second part by the acceptance of this deed agrees

PLAAT, the receipt thereof I do hereby acknowledge and him therefrom acquit, exonerate and forever discharge, have granted, bargained, sold, assigned, transferred and conveyed and by these presents do grant, bargain, sell, assign, transfer and convey unto the said JOHN VANDER PLAAT his heirs and assigns, all and singular the said land and premises with the appurtenances, privileges and hereditaments thereto belonging or in any wise appertaining: TO HAVE AND TO HOLD the same unto the said JOHN VANDER PLAAT, his heirs and assigns, to his and their only proper use, benefit and behoof, forever, in as full, ample and beneficial a manner as by virtue of the said writ of Fieri Facias, I, may, can or ought to convey the same: And I, the said FRED S. MYERS, for myself, my heirs, executors and administrators, do hereby covenant, promise and agree to and with the said JOHN VANDER PLAAT, of the City of Garfield, County of Bergen, and State of New Jersey, his heirs and assigns, that I have not, as such Sheriff, as aforesaid, done or caused, suffered or procured to be done, any act, matter or thing whereby the estate hereby intended to be conveyed in and to the said lot of land and premises with the appurtenances, is, may or can be changed, encumbered or defeated in any way whatever. IN WITNESS WHEREOF, I, the said FRED S. MYERS, as such Sheriff as aforesaid, have hereunto set my hand and seal, this fourth day of December, in the year of our Lord, one thousand nine hundred and thirty-five.

Signed, Sealed and Delivered  
in Presence of  
Robert L. Murphy

Fred S. Myers (L.S.)

STATE OF NEW JERSEY      I, FRED S. MYERS, Sheriff of said County of Morris, do  
COUNTY OF MORRIS,      solemnly swear that the land and real estate described in this  
                                 deed made by me to JOHN VANDER PLAAT, was by me sold, by virtue  
of a good and subsisting, Execution, as is therein recited; that the money ordered to  
be made has not been, to my knowledge or belief, paid or satisfied; that the time and  
place of the sale of the said land and real estate were by me duly advertised, as re-  
quired by law; and that the same was cried off and sold, to a bona fide purchaser, for  
the best price that could be obtained.

Fred S. Myers,  
Sheriff

Subscribed and sworn before me, one of the Masters of the Court of Chancery of the State  
of New Jersey, on this fourth day of December, in the year of our Lord One Thousand nine  
hundred and thirty-five, and I having examined the deed above mentioned do approve the  
same and order it to be recorded as a good and sufficient conveyance of the land and  
real estate therein described.

Robert L. Murphy  
Master in Chancery of New Jersey

STATE OF NEW JERSEY      BE IT REMEMBERED, That on this fourth day of December, A. D.  
COUNTY OF MORRIS,      nineteen hundred and thirty-five, before me, the subscriber,  
                                 one of the Masters of the Court of Chancery of the State of  
New Jersey, personally appeared FRED S. MYERS, Sheriff of the said County of Morris,  
who, I am satisfied, is the grantor mentioned in the foregoing Deed, to whom I first  
made known the contents thereof, and he acknowledged that he signed, sealed and deliver-  
ed the same as his voluntary act and deed, for the uses and purposes therein expressed.

Robert L. Murphy  
Master in Chancery of New Jersey.

Received and Recorded December 7, 1935, at 10:12 o'clock A. M.

E. Bertram Mott, Clerk. No. 7230

Mirror Holding Corp'n  
To  
Lake Parsippany Property  
Owners Association Inc.

THIS INDENTURE, made the 7th day of June, Nineteen Hundred  
and Thirty-five, between MIRROR HOLDING CORPORATION, a Cor-  
poration duly organized under the laws of the State of  
New York, having its principal place of business at No. 233  
East 45th Street, in the Borough of Manhattan, City, County  
and State of New York, and duly licensed to transact business in New Jersey, party of  
the first part, and LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION INC., a Corporation duly  
organized under the laws of the State of New Jersey and having its principal office at  
Lake Parsippany in the Township of Parsippany-Troy Hills, in the County of Morris and  
State of New Jersey, party of the second part; WITNESSETH: That the said party of the

Exhibit E

first part, for and in consideration of the sum of ONE DOLLAR, and other good and valuable considerations, lawful money of the United States of America; to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns, forever, ALL those certain pieces or parcels of land situate and being at LAKE PARSIPPANY, in the TOWNSHIP of PARSIPPANY-TROY HILLS, in the COUNTY of MORRIS, and STATE OF NEW JERSEY, described as follows:- ALL that certain plot of land designated as CLUB HOUSE GROUNDS, together with CLUB HOUSE located thereon; also Lots 1599, 1600 and 1622, also a certain conduit running from MIRROR POND to LAKE PARSIPPANY, together with an easement to maintain same in its present location; AND ALSO all right, title and interest of the party of the first part in and to MIRROR POND, all as shown and designated on the map entitled:- "Second Map of Lake Parsippany, Parsippany-Troy Hills Township, Morris County, New Jersey", and filed in the Morris County Clerk's Office on the 18th day of May, 1933, Case E, Map No. 939. 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Lots 1599, 1600 and 1622 are subject to the right of the owners of Plots 'B', 'C' and 'D' to use in common the said lots for the purpose of temporary storage or parking space for any automobile for their own use. The PARK as shown on the "Second Map of Lake Parsippany" lying between the Lake and Halsey Road is subject to the rights of the owners of Plots 'B', 'C' and 'D' to cross and re-cross said park by foot. The Park as shown on the "Fifth Map of Lake Parsippany" lying between the Lake and Lake Shore Drive is subject to the rights of the owners of Plots 'E' and 'F' to cross and re-cross said park by foot. The right, title and interest in the roads, streets, avenues and drives herein conveyed, is subject to the right of the grantor of the party of the first part, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads, avenues and drives of water, gas pipes, mains, valves etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity. This conveyance is made by the party of the first part to the party of the second part upon the express covenant and condition which shall run with the land, to which the party of the second part by the acceptance of this deed agrees

that it the said Association will at all times pay all taxes and assessments which may hereafter be assessed, levied or imposed upon the lands and buildings in this deed mentioned, as and when same shall become due and payable. AND the said Association will at all times properly keep and maintain the said CLUB HOUSE for the benefit and use of the members of said Association as a Club House or Social Centre or for general recreation purposes. And that the said LAKE PARSIPPANY shall be held for the use of the property owners at Lake Parsippany for boating, bathing and fishing, subject to the rights of the adjoining owners, to use the said waters for like purposes, subject also to such sanitary regulations as the State of New Jersey or any county, town or municipal authority of said State of New Jersey, may make regarding said lake or the use of the waters therein. AND THAT the said Association will at all times keep, maintain and improve the parks above mentioned for the benefit of the lot owners at Lake Parsippany. / AND THAT it will at all times keep, maintain and improve the streets, roads, avenues and drives above mentioned for the benefit and use of the residents and inhabitants of Lake Parsippany, and for the benefit of the general public. AS AND WHEN the said LAKE PARSIPPANY shall become a municipal corporation under the laws of the State of New Jersey, said Association will, upon the agreement of said municipal corporation to keep and maintain the said property for the benefit of the residents and lots owners of Lake Parsippany, transfer and convey unto the said municipal corporation, without any cost or charge to said municipal corporation the legal and equitable title to the real property above mentioned. The said Association will not otherwise sell, transfer or dispose of the said real property, or any part thereof, nor will it mortgage, pledge or otherwise encumber the same or any part thereof. The conditions above stated shall be covenants running with the land, with the right of re-entry to the said party of the first part, its successors or assigns for the breach of any or all of said covenants, provided, however, that said right of re-entry shall not be available against said Municipal Corporation. IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and Attested by its Secretary and sealed with its Corporate Seal the day and year first above written.

Signed, Sealed and Delivered  
in the presence of and  
Attested by:-  
William Detler  
Secretary

Mirror  
Holding  
Corporation  
Seal 1935  
New York

MIRROR HOLDING CORPORATION  
By  
James F. Cullen  
President.

STATE OF NEW YORK ss. BE IT REMEMBERED, That on this 7th day of June, in the year of our Lord One Thousand Nine Hundred and Thirty-five before me a Commissioner of Deeds for New Jersey, residing in New York, personally appeared WILLIAM DETLER, who being by me duly sworn doth depose and make proof to my satisfaction that he is the Secretary of, and well knows the corporate seal of the MIRROR HOLDING CORPORATION, the grantor, named in the foregoing Deed, that the seal thereto affixed is the proper corporate seal of the said Corporation and that the same was so affixed thereto and the said Deed signed and delivered by JAMES F. CULLEN, who was at the date and execution thereof President of the said Corporation, in the presence of said Deponent, as the voluntary act and deed of the said corporation, and that the said Deponent thereupon signed the same as subscribing witness.

Sworn to before me this  
7th day of June, 1935  
Madeleine W. Inzlee  
A Commissioner of Deeds  
for New Jersey in New York

Madeleine  
W. Inzlee,  
A Foreign  
Commissioner  
of Deeds for  
New Jersey  
in New York

William Detler

Received and Recorded December 7, 1935, at 10:25 o'clock A. M. :

E. Bertram Mott, Clerk. No. 7231

Fred S. Myers, Sheriff  
To  
Homerie Building & Loan  
Assn. of Boonton, N. J.

To All Persons To whom these presents shall come or may concern, I, FRED S. MYERS, Sheriff of the County of Morris, in the State of New Jersey, send greeting: WHEREAS, a certain writ of Fieri Facias, was issued out of the Court of Chancery of the State of New Jersey, directed and delivered to me, WILLIAM N. BEACH, then being Sheriff of the said County of Morris, and which said writ is in the words or to the effect following, that is to say:-





LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, INC.  
PO BOX 62  
PARSIPPANY, NJ 07054-0062

March 2, 2020

LILLIAN H GARAFOLA  
242 EVERETT ROAD  
PARSIPPANY, NJ 07054-2559

Please find enclosed your check #2127 dated 02/27/2020 in the amount of \$230.00.

We cannot accept this check with the notation in the memo and the letter enclosed.

Please see the attached invoice and conditions for retaining voting rights in the association.

As stated on the invoice, if you desire to retain voting rights, the 2017 Easement Assessment in the amount of \$115.00 plus the Full Membership Fee for 2020 in the amount of \$315.00 must be paid.

Whether you opt for full membership for 2020 or not, the 2017 and 2020 Easement Assessments with no voting rights in the amount of \$230.00 is due by March 31, 2020.

Thank you.

Exhibit F

To LPPOA

2/27/2020

Upon Threat of a lien on my property I am submitting my basic membership fee under duress. My check for the Easement Assessment \$115.00 and ~~modules~~ <sup>2020</sup> \$115.00 for a total of \$230.00 (check #2127). This check for the fees assures my position as a member in good standing in the LPPOA according to REDFNA45-22A-~~212~~ <sup>23r</sup> which secured my right to vote

Lillian H. Garafola  
B221/L1  
242 Everett Rd  
Parsippany, NJ 07054

enc - check  
letter  
invoice

LILLIAN H GARAFOLA  
242 EVERETT RD  
PARSIPPANY NJ 07054-2559

Feb 27, 2020  
Date

2127  
55-33/212 NJ  
2594

Pay To The  
Order Of

LPPOA

Two Hundred and Thirty Dollars

\$ 230.00

Bank of America

ACH R/T 021200339

For Easement & 2020 fees

Lillian H. Garafola

Photo  
Sale  
Deposit  
Check return



**LAKE PARSIPPANY PROPERTY OWNERS  
ASSOCIATION, INC**

**P. O. Box 62  
Parsippany, NJ 07054-0062**

**Invoice**

**Bill To:**

GARAFOLA, LILLIAN H  
B221/L1  
242 EVERETT RD  
PARSIPPANY, NJ 07054

Invoice #: 2020-00171

Invoice Date: 2/05/2020

Due Date: 3/31/2020

Description	Amount
2017 Easement Assessment	
2020 Annual Dues: Full Membership Fee	\$115.00
(*For Senior and Basic Rates, please see below)	
Sales Tax	315.00
	0.00

enclosed Check # 2125 for \$230

The Board has determined to assess for 2017 and 2020 only. Property owners who paid their easement assessment in 2017 will only receive an invoice for 2020. All others will receive an invoice for 2017 and 2020. The 2020 full membership fee of \$315 will include the required \$115.00 assessment for 2020. \*The Senior Membership rate is \$285 which includes the required \$115.  
Payment in full is due by March 31; after April 1, all delinquent accounts will be assessed a \$100 late payment charge.  
All other payment terms and collection policies are available on the LPPOA web site: [www.lake-parsippany.org](http://www.lake-parsippany.org)

We recommend that you register and pay on line by going to our web site (<https://lake-parsippany.org/>) and look for JOIN US under the membership tab. Returning members can simply click on the JOIN US button.

There you can register for membership, elect to join clubs (additional fees may apply), and other items of interest. Once you have completed the registration process, be sure to go back in and register all of your family members for activities that interest them as well. Whether or not you choose the option to PAY ONLINE or select INVOICE ME, it will be a huge benefit to you.

We send out 99% of our information to the membership via email. These emails contain information about upcoming events, club activities, the monthly News and Views Newsletter, and Board Meeting announcements. Many of the events and activities offered require online registration. If you choose to mail in payment and do not register online, you may not receive important notices and information.

\*Members may elect to pay a Basic Membership fee of \$115 instead of the Full Membership fee of \$315 if they waive certain rights and privileges. Please see the website for a full listing of the rights and privileges associated with each level of membership. Payment of the Basic Membership fee will confirm the member's waiver of rights of Full Membership, including the right to vote and serve on the Board.

\*If you are age 65 or older and desire to pay for Full Senior Membership at the rate of \$285 per year, register online and mail proof of age (ie copy of drivers licence). If proof of age is not supplied by the payment deadline of March 31, you will be invoiced at the Full Membership rate of \$315, and will not only need to remit the additional \$30, but will also be subject to late fees.

**Total** \$430.00

**Payments/Credits** \$0.00

**Balance Due** \$430.00

Visit Our Web Site to register, to log in to the Membership Portal, to make online payments, for additional Membership Levels, Association News, and Activities:  
<https://lake-parsippany.org/>

**IF PAYING BY CHECK, PLEASE MAIL TO:**  
Lake Parsippany Property Owners Association, Inc.  
P. O. Box 267, Lake Hopatcong, NJ 07849

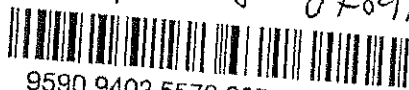
**Payment in full is due by  
March 31 each calendar year**

# SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lake Park Company/Property  
Owners Assoc. Inc.  
PO Box 267  
Lake Hopatcong NJ 07849



9590 9402 5572 9274 2973 26

2. Article Number (Transfer from service label)

7014 1120 0001 3852 6783

PS Form 3811, July 2015 PSN 7530-02-000-9053

# COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received By (Printed Name)

M. LAKE

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If Yes, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Delivery Restricted Delivery

II Restricted Delivery

(over \$500)

Domestic Return Receipt

## DOLAN AND DOLAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

WILLIAM A. DOLAN (1905-1952)

LEWIS P. DOLAN (1921-1974)

ONE LEGAL LANE  
(AT FIFTY-THREE SPRING STREET)  
P.O. BOX D  
NEWTON, N.J. 07860-0106

(973) 383-1600  
FAX (973) 383-7823  
E-mail: [eborn@dolanlaw.com](mailto:eborn@dolanlaw.com)  
<http://www.dolanlaw.com>

MICHELLE M. CORBETT-RIVIELLE\*\*\*\*\*  
KAREN GRECO-BUTA

OF COUNSEL

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\*\* ALSO MEMBER NY BAR  
\*\*\* ALSO MEMBER PA BAR  
\*\*\*\* ALSO MEMBER NY, CA BARS  
\*\*\*\*\* CERTIFIED WORKERS'  
COMPENSATION ATTORNEY

April 21, 2020

Matthew J Davies  
256 Marcella Rd  
Parsippany, NJ 07054

Re: Lake Parsippany Property Owners Association

Dear Property Owners,

This office represents Lake Parsippany Property Owners Association ("LPPOA"). We are in receipt of your check, with the notation in the memo section.

Unfortunately, this check is unacceptable as submitted. LPPOA will not accept any check with the conditions you have noted. Please re-issue the check and provide it to LPPOA as indicated on your invoice. Due to the coronavirus emergency, the due date before late payment charges are assessed has been extended to July 31, 2020. Please remit payment before then to avoid late payment charges.

Very truly yours,

DOLAN and DOLAN, P.A.

/s/ Eileen McCarthy Born

Eileen McCarthy Born, Esq.

cc: Lake Parsippany Property Owners Association

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**



Lake Parsippany Property Owners Association, Inc.

P.O. Box 62

Parsippany, NJ 07054-0062

2/28/2020

To Whom it May Concern,

Reference Invoice # 2020-00091

I already submitted the Easement Assessment for 2017 for \$115.00 on 2/14/2020 with Check # 3995.

I elected to pay the 2020 Full membership for \$315.00 under a separate payment on Check # 4000.

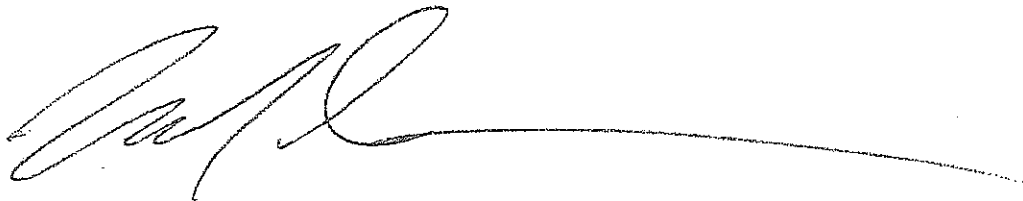
I am making these payments upon threat of a lien on my property, this membership fee is under duress. My check does assure my position as a member of good standing in the LPPOA according to PREDFDA 45:22A-23r, which secures my right to vote.

I did go to the LPPOA website and found the meeting schedules.

Where I can I to find the meeting minutes of the previous meetings for the past 12 months.

I am OK if the correspondence about these questions as well as other information also be sent to me via email (email address is listed below).

Thanks!

A handwritten signature in black ink, appearing to read 'Matthew J. Davies', with a long horizontal flourish extending to the right.

Matthew J. Davies

256 Marcella Road

Parsippany, NJ 07054

Email: [mjdavies1@aol.com](mailto:mjdavies1@aol.com)

Cell Phone: 201-704-3377



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P.O. BOX D  
NEWTON, N.J. 07860-0106

OF COUNSEL

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\*\*\*\*\* CERTIFIED WORKERS'  
COMPENSATION ATTORNEY

(973) 383-1600  
FAX (973) 383-7823  
E-mail: ebom@dolanlaw.com  
<http://www.dolanlaw.com>

April 10, 2020

Margaret and Michael Mackintosh  
16 Allentown Road  
Parsippany, NJ 07054

Re: Lake Parsippany Property Owners Association

Dear Property Owners,

This office represents Lake Parsippany Property Owners Association ("LPPOA"). We are in receipt of you check, with the notation in the memo section.

Unfortunately, this check is unacceptable as submitted. LPPOA will not accept any check with the conditions you have noted. Please re-issue the check and provide it to LPPOA as indicated on your invoice. Due to the coronavirus emergency, the due date before late payment charges are assessed has been extended to May1, 2020. Please remit payment before then to avoid late payment charges..

Very truly yours,

DOLAN and DOLAN, P.A.

/s/ Eileen McCarthy Born

Eileen McCarthy Born, Esq.

cc: Lake Parsippany Property Owners Association

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BE USED FOR THAT PURPOSE.**

mailed 3/12/2020

**LAKE PARSIPPANY PROPERTY OWNERS  
ASSOCIATION, INC  
P. O. Box 62  
Parsippany, NJ 07054-0062**

# Invoice

Invoice #: 2020-02172

Invoice Date: 2/05/2020

Due Date: 3/31/2020

**Bill To:**

MACKINTOSH, M/R-L/R M. MACKINTOSH  
B386/L6  
16 ALLENTOWN RD  
PARSIPPANY, NJ 07054

Description	Amount
2017 Easement Assessment	115.00
2020 Annual Dues: Full Membership Fee (*For Senior and Basic Rates, please see below)	315.00
Sales Tax	0.00

The Board has determined to assess for 2017 and 2020 only. Property owners who paid their easement assessment in 2017 will only receive an invoice for 2020. All others will receive an invoice for 2017 and 2020. The 2020 full membership fee of \$315 will include the required \$115.00 assessment for 2020. \*The Senior Membership rate is \$285 which includes the required \$115.

Payment in full is due by March 31; after April 1, all delinquent accounts will be assessed a \$100 late payment charge.  
All other payment terms and collection policies are available on the LPPOA web site: [www.lake-parsippany.org](http://www.lake-parsippany.org)

We recommend that you register and pay on line by going to our web site (<https://lake-parsippany.org/>) and look for JOIN US under the membership tab. Returning members can simply sign in and select RENEW.

There you can register for membership, elect to join clubs (additional fees may apply), and other items of interest. Once you have completed the registration process, be sure to go back in and register all of your family members for activities that interest them as well. Whether or not you choose the option to PAY ONLINE or select INVOICE ME, it will be a huge benefit to you.

We send out 99% of our information to the membership via email.

These emails contain information about upcoming events, club activities, the monthly News and Views Newsletter, and Board Meeting announcements. Many of the events and activities offered require online registration.

If you choose to mail in payment and do not register online, you may not receive important notices and information.

\*Members may elect to pay a Basic Membership fee of \$115 instead of the Full Membership fee of \$315 if they waive certain rights and privileges. Please see the website for a full listing of the rights and privileges associated with each level of membership. Payment of the Basic Membership fee will confirm the member's waiver of rights of Full Membership, including the right to vote and serve on the Board.

\*If you are age 65 or older and desire to pay for Full Senior Membership at the rate of \$285 per year, register online and mail proof of age (ie copy of drivers licence). If proof of age is not supplied by the payment deadline of March 31, you will be invoiced at the Full Membership rate of \$315, and will not only need to remit the additional \$30, but will also be subject to late fees.

**Total** \$430.00

**Payments/Credits** \$0.00

**Balance Due** \$430.00

Visit Our Web Site to register, to log in to the Membership Portal, to make online payments, for additional Membership Levels, Association News, and Activities:  
<https://lake-parsippany.org/>

IF PAYING BY CHECK, PLEASE MAIL TO:  
Lake Parsippany Property Owners Association, Inc.  
P. O. Box 267, Lake Hopatcong, NJ 07849

**Payment in full is due by  
March 31 each calendar year**



For Margaret Mackintosh 447102322013522

SANTANDER BANK, N.A.

Pay to the Order of L P P O A \$ 230.00

16 ALLENTOWN ROAD  
PARSIPPANY, NJ 07054-2607  
MICHAEL F. MACKINTOSH

DATE 3/18/2020

3522

60-7269/2313

60-7269/2313 3532

MARGARET MACKINTOSH  
MICHAEL F. MACKINTOSH  
16 ALLENTOWN ROAD  
PARSIPPANY, NJ 07054-2607

Date 7/20/2020

Pay to the Order of L P P O A \$ 230.00

Two hundred thirty Dollars

SANTANDER BANK, N.A.

For Margaret Mackintosh

447102322013522



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P.O. BOX D  
NEWTON, N.J. 07860-0106

OF COUNSEL

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COMPENSATION ATTORNEY

(973) 383-1600

FAX (973) 383-7823

E-mail: eborn@dolanlaw.com

http://www.dolanlaw.com

April 14, 2020

Albert Onderko  
31 Chesterfield Rd  
Parsippany, NJ 07054

Re: Lake Parsippany Property Owners Association

Dear Property Owner,

This office represents Lake Parsippany Property Owners Association ("LPPOA"). We are in receipt of your check, with the notation in the memo section.

Unfortunately, this check is unacceptable as submitted. LPPOA will not accept any check with the conditions you have noted. Please re-issue the check and provide it to LPPOA as indicated on your invoice. Due to the coronavirus emergency, the due date before late payment charges are assessed has been extended to May 1, 2020. Please remit payment before then to avoid late payment charges.

Very truly yours,

DOLAN and DOLAN, P.A.

/s/ Eileen McCarthy Born

Eileen McCarthy Born, Esq.

cc: Lake Parsippany Property Owners Association

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121

85-2/212 8900

ALBERT ONDERKO

31 CHESTERFIELD RD  
PARSIPPANY, NJ 07054-3680

Invoice # 2020-01508

mailed 2020  
Date

\$ 231.00

Pay to the order of ALBERT ONDERKO

Dollars  

Two Hundred Thirty Dollars 00/100

Web Page Bank, N.A.  
New Jersey  
webpage.com

BY Albert Onderko 44-5 Check 54119205

For Me the Right to Vote

1021200025101019255241300121

**DOLAN AND DOLAN**  
A PROFESSIONAL CORPORATION

RICHARD V. HOLLYER\*\*  
ROBERT T. MORGENSTERN\*  
ROGER W. THOMAS\*\*\*\*\*  
WILLIAM T. HAGGERTY  
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COMPENSATION ATTORNEY

(973) 383-1600  
FAX (973) 383-7823  
E-mail: ebom@dolanlaw.com  
<http://www.dolanlaw.com>

May 4, 2020

Joe and Cathy Scala  
51 Aldine Road  
Parsippany, NJ 07054

Re: Lake Parsippany Property Owners Association

Dear Property Owners,:

This office represents Lake Parsippany Property Owners Association ("LPPOA"). We are in receipt of your check, with an accompanying letter stating it must be applied to 2020, as you refuse to pay 2017..

Unfortunately, this check is unacceptable as submitted. LPPOA will not accept any check with the conditions you have noted. Please re-issue the check for payment in full and provide it to LPPOA as indicated on your invoice. Due to the coronavirus emergency, the due date before late payment charges are assessed has been extended to August 1, 2020. Please remit payment before then to avoid late payment charges.

Very truly yours,

DOLAN and DOLAN, P.A.

/s/ Eileen McCarthy Born

Eileen McCarthy Born, Esq.

cc: Lake Parsippany Property Owners Association

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*Exhibit G*



Letter to Officers and Trustees of LPPOA from Mary Purzycki Badge #2

It was with great interest and concern. I read the announcement you are considering raising the assessment dues for 2021. The blame for extra expenses should not be put on property owners who express their opinion. The opinion that under the PREFDA State Statutes all property owners who pay their assessment fee obligation are members in good standing and have the Right to vote. The very PREFDA act the board in March of 2018 used to change the LPPOA By Laws to state, "All property owners living within the original lake boundaries are members of the LPPOA". The LPPOA should follow all the statutes of the law and not ignore the Radburn Statutes of the law guaranteeing the right to vote.

The board has blatantly refused Payment of property owners who disagree with the basic membership policy. The choice of waiving a right to vote in order to make a mandatory payment or face the penalty of a fine with interest is intimidating and borders on extortion. The first amendment of the constitution gives all individuals the right of freedom of speech to express one's opinion. The Board has denied that right by refusing payment of property owners who are willing to pay but are under duress to withhold comments. I think you should revisit the Judge's second opine which stated the LPPOA must comply with PREFDA regarding vote rights.

The fact that all property owners did not receive their invoices in the mail and the invoices were so poorly written many property owners needed more clarity from officers and board members. Most calls and emails to the LPPOA went unanswered. The only recourse property owners had was to call the billing service and/ or the LPPOA lawyer. People who could not pay their assessment in full because of a financial strain were ignored. Pay by the deadline date or the \$100.00 penalty and 1.1/2 percent interest per month will apply. The Board referred that problem to the lawyer which increases lawyer fees. The Board could have resolved that problem in house in a more caring way with individual owners. The only one who benefits is the lawyer. You should cap the fee for the attorney. Also eliminate the need for penalty abuse the board is demanding from our neighborhood community.

Due to the coronavirus19 causing financial hardships many property owners cannot meet the financial obligation of the mandatory assessment fee. The payment should be delayed until the end of July. Take heart to arrange for partial payments. The federal, state, and local governments as well as insurance companies and banks have delayed payment. Have some compassion and do the same.

To the President please never again send me an email which states. Mary you can only help yourself and not your neighbors. They are my neighbors who needed help with a situation they could not handle for lack of understanding or neighbors who do not have computers. I have for the 49 years, that I lived here, have always helped neighbors who need it. This will NEVER CHANGE. You and the board need to look up the words compassion and caring in the dictionary and practice those words at these hard times.

Exhibit H





# Common Interest Community Association Complaint Form

## Part One

Be sure to read the accompanying handouts regarding the agency's jurisdiction prior to completing this form.

This form has two parts, both parts must be submitted in accordance with the instructions or the complaint will not be processed.

### Complainant Information

My name is Renée Stenboogen

I am filing a complaint on behalf of Lake Parsippany Voting Rights Group

(unit owner name as it appears on association records)

Who owns unit homes  
(unit designation)

within the Lake Parsippany Property Owners Ass'n

(name of development, condominium or cooperative)

My relationship to the complainant is Attorney

My mailing address is NT Applesseed PLLC

50 Park Place, Rm 1025

Newark  
(city)

NJ  
(state)

07102  
(zip)

Contact me during the day at this telephone number 212-254-6996

or by email at renee@nyapplesseed.org

Signed by Renée Stenboogen

(signature of unit owner)

on this date June 25, 2020

### Association Information

The association is (check one) a condominium a cooperative ☒ a homeowners association

The name of the association is Lake Parsippany Property Owners Ass'n There are 2,204 # of residential units within the

development. This association is part of a master association called N/A

(if there is no master enter N/A)

The development is located in Parsippany-Troy Hills

Town/City of Morris

County

The mailing address of the association is Lake Parsippany Property Owners Ass'n

P.O. Box 62

(street address and/or PO Box)

Parsippany  
(city)

NJ  
(state)

07054  
(zip)

The current president of the association is Bill Sempler

Unit owners elect (#) of the members of the board of directors which has a total of (#) board members.

The association has employed No property manager

(name of person and company name if applicable)

as the manager of the property.

The property manager can be contacted at this telephone number 862-812-1746

## Common Interest Community Association Complaint Form

### Part Two

#### Nature of Complaint

Please check those that apply without modification

☐ **The Association does not have an Alternative Dispute Resolution (ADR) procedure**

Prior to filing a complaint, did you request a copy of the ADR procedure in writing? Were you informed the procedures did not exist? Was your request ignored? If the answer to the first question is yes, and you were either advised that there is no procedure or your request was ignored, include a copy of your written request for a copy of the ADR procedure and any written response.

☐ **Denied access to ADR**

Prior to filing a complaint, did you request ADR in writing in accordance with the procedure adopted by your association or in the absence of a procedure did you request ADR by writing directly to the board? Was your request ignored or denied? If yes, include a copy of your written request for ADR and any written response.

☐ **Denied access to accounting/financial records**

Prior to filing a complaint, did you request to review the records in writing? Was your request denied or ignored? Was your request specific as to records requested? If yes, include a copy of your written request to review the financial records and any written response.

☐ **Minutes not provided from open meeting**

Prior to filing a complaint, did you request the minutes in writing? Was your request denied or ignored? If yes, include a copy of your written request for a copy of the minutes and any written response.

☐ **Appropriate notice for open meeting not given**

Prior to filing a complaint, did you check with the association office to verify it had a copy of the notice? Did you make a written request to the board for a copy of the notice of the meeting you believe was not appropriately advertised? If yes, describe the circumstances which make you believe notice was not provided. Include a copy of your request for a copy of the notice of the open meeting and any written response.

☐ **Binding vote taken without the benefit of an open meeting.**

Prior to filing a complaint, did you request a copy of the meeting minutes at which the binding vote should have been taken? If yes, describe the nature of the binding vote. Include a copy of your request for a copy of the minutes at which you believe the binding vote should have been taken and any written response.

#### Instructions

Include a brief explanation of each item checked along with a description of each document attached on a separate sheet of paper. The explanation should be no more than three or four paragraphs. Upon the initial filing of a complaint do not include more documentation than is necessary to establish jurisdiction. Do include copies of your letters to the board/association regarding ADR, financial records access, requests for minutes of open meetings, or a copy of the notice of the open meeting. Do not include copies of budgets, master deeds, by-laws, court decisions, newspaper articles, work orders, site plans, estimates, pictures, annual reports, and so on. Agency staff can not sift through voluminous documents to determine if there is a cause of action and may return the complaint package if the complaint is not filed in accordance with these instructions.

Mail your completed complaint form to

Association Regulation Unit  
New Jersey Department of Community Affairs  
PO Box 805  
Trenton, New Jersey 08625-0805

For additional information or to download complaint forms and copies of the handouts concerning ADR, open meetings and access to financial records, in unit owner controlled associations, visit the website at <http://www.nj.gov/dca/divisions/codes/offices/ari.html>

✓ Board Elections : requiring voters who pay basic assessment to waive their right to vote, run for the board and nominate others