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Kevin Wine, Pro Se
345 Lancaster Court
Piscataway, NJ 08854
201-401-6129
kwine@optonline.net
Plaintiff

Vincent Marchitto, Pro Se
477 Harwick Court
Piscataway, NJ 08854
908-420-1905
troutman15@optimum.net
Plaintiff

KEVIN WINE and VINCENT
MARCHITTO, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
BOARD OF TRUSTEES OF SOCIETY
HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
MATTHEW PHILLIPS, MOHIUDDIN
SYED, MARK KELSEY, YUQING WAN,
JOHN DOES 1-10, and ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW
JERSEY CHANCERY DIVISION,
GENERAL EQUITY PART,
MIDDLESEX COUNTY

Civil Action:

DOCKET NO. MID-C-_____

VERIFIED COMPLAINT

Plaintiffs Kevin Wine and Vincent Marchitto, by way of Complaint against
defendants, says:

THE PARTIES

1. Plaintiff Kevin Wine is an individual condominium owner and Board of Trustees member in good standing residing at 345 Lancaster Court, Township of Piscataway, County of Middlesex, State of New Jersey.

- 1 2. Plaintiff Vincent Marchitto is an individual condominium co-owner and Board of
2 Trustees member in good standing residing at 477 Harwick Court, Township of
3 Piscataway, County of Middlesex, State of New Jersey.
- 4 3. Defendant Matthew Phillips is an individual condominium owner and Board of
5 Trustees member named in both his capacity as a Trustee and individually, residing at
6 11 Canterbury Court, Township of Piscataway, County of Middlesex, State of New
7 Jersey.
- 8 4. Defendant Mohiuddin Syed is an individual condominium owner and Board of
9 Trustees member named in both his capacity as a Trustee and individually, to the best
10 of Plaintiff's knowledge to be residing at 19 Zirkel Avenue, Township of Piscataway,
11 County of Middlesex, State of New Jersey.
- 12 5. Defendant Mark Kelsey is an individual condominium owner and Board of Trustees
13 member named in both his capacity as a Trustee and individually, residing at 205
14 Hampshire Court, Township of Piscataway, County of Middlesex, State of New
15 Jersey.
- 16 6. Defendant Yuqing (Mona) Wan is an individual condominium owner and Board of
17 Trustees member named in both her capacity as a Trustee and individually, to the best
18 of Plaintiff's knowledge to be residing at 32 Purcell Road East, Township of
19 Bridgewater, County of Middlesex, State of New Jersey.
- 20 7. Plaintiff Marchitto was added to the deed of 477 Harwick Court on August 1, 2025.
21 **(EXHIBIT A)**
- 22 8. Plaintiff Marchitto's unit is current in its monthly maintenance fee payments.
23 **(EXHIBIT B)**
24

1 9. Defendant Society Hill at Piscataway Condominium Association, Inc. (the
2 “Association”) is a New Jersey Non-Profit Title 15A Corporation with offices at 550
3 Chesterfield Drive, Piscataway, New Jersey 08854.

4 10. The Association is composed of 545 individual unit owners and co-owners (the
5 “Members”).

6 11. Defendant Board of Trustees of Society Hill at Piscataway Condominium
7 Association, Inc. (the “Board”) are individuals named in their official capacities, and
8 with an office at 550 Chesterfield Drive, Piscataway, New Jersey 08854.

9 12. The Board members and their capacity are Matthew Phillips, President; Mohiuddin
10 Syed, Vice President; Mark Kelsey, Treasurer; Yuqing Wan, Secretary; Anthony
11 Blanco; Plaintiff Vincent Marchitto; and Plaintiff Kevin Wine.

12 13. Association Counsel (the “Counsel”) is Tana Bucca, Esq., Laura Borth, Esq., Alexis
13 Dairman, Esq., and Tia Mitchell, Esq. of Becker & Poliakoff.

14 14. The property manager (the “Management”) is Sonia Danquah and Elizangena (Liz)
15 Tome, of First Service Residential.

16 15. Defendants John Does 1-10 are fictitious individuals whose identities are not yet
17 known and who are responsible for the acts and/or omissions alleged herein.

18 16. Defendants ABC Corps. 1-10 are fictitious corporate entities whose identities are not
19 yet known and which are responsible for the acts and/or omissions alleged herein.

20 **FACTS COMMON TO ALL COUNTS**

21 17. The Association is governed by a seven-member Board, which consists of volunteer
22 members of the Association.

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1 18. A true copy of the Association's Bylaws, unamended, is attached hereto as **EXHIBIT**
2 **C.**

3 19. Five amendments were made to the Association's Bylaws, however none of the
4 amendments are relevant to the subject matter of this case.

5 20. Trustee Vincent Marchitto was duly elected to the Board of Trustees by the Members,
6 at the 2025 Annual Meeting and Election on November 5, 2025, receiving 103 votes.
7 **(EXHIBIT D)**

8 21. The 2025 Annual Meeting and Election was the subject of case MID-C-204-25,
9 which resulted in a Consent Order **(EXHIBIT E)** requiring that the 2025 Annual
10 Meeting and Election be re-done, however trustee Vincent Marchitto and all other
11 Trustees remained in place pending a new election scheduled for June 2, 2026.

12 22. Over the last several years, Plaintiff Marchitto has been expressing his opinion on
13 various Association matters to current Management, past management, and to the
14 Board at open meetings.

15 23. One serious matter in particular concerned a drainage problem behind his unit at 477
16 Harwick Ct, resulting in rainwater coming increasingly close to infiltrating his unit.

17 24. During some of his interactions with past and current Management and the Board, the
18 police were called to the scene and accusations were made that Plaintiff Marchitto
19 verbally abused and made threats towards Management and individual Board
20 members.

21 25. A true copy of the letter dated December 22, 2022, and the corresponding Piscataway
22 Police Department Incident Report #22033983, is attached hereto as **EXHIBIT F.**
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- 26. Incident Report #22033983 made no criminal allegations or charges against Plaintiff Marchitto, with the final outcome being “all parties satisfied”.
- 27. A true copy of the letter dated September 24, 2024 is attached hereto as **EXHIBIT G**. There was no Piscataway Police Department incident report associated with this letter.
- 28. Plaintiff Marchitto disputes all of former counsel’s September 24, 2024 third-party recounting of his alleged behavior at Board meetings, specifically the claim that he took the liberty to “...invite attendees to fight or to issue threats...”
- 29. A true copy of the letter dated March 13, 2025 is attached hereto as **EXHIBIT H**. There was no Piscataway Police Department incident report associated with this letter.
- 30. Plaintiff Marchitto disputes all of former counsel’s March 13, 2025 third-party recounting of his alleged behavior at Board meetings, and specifically the insinuation that he was creating an unsafe workplace environment.
- 31. A true copy of the letter dated June 6, 2025 is attached hereto as **EXHIBIT I**. There was no Piscataway Police Department incident report associated with this letter.
- 32. Plaintiff Marchitto disputes all of former counsel’s June 6, 2025 third-party recounting of his alleged behavior at Board meetings, and specifically the insinuation that he was harassing Association personnel and Board members.
- 33. A true copy of the letter dated August 26, 2025, and the corresponding Piscataway Police Department Incident Report #25020206, is attached hereto as **EXHIBIT J**.

- 1 34. Incident Report #25020206 made no criminal allegations or charges against Plaintiff
2 Marchitto, concluding with the note “patrol updates: spoke to the caller she is
3 satisfied speaking to patrol...”
- 4 35. On September 8, 2025, Plaintiff Marchitto responded to Defendant, stated his
5 counterclaims to the five letters he received, and asked for ADR on the illegal
6 trespassing of him from the community building. (**EXHIBIT K**)
- 7 36. The ADR hearing was finally scheduled for December 16, 2025, a full 14 weeks after
8 the request was formally made.
- 9 37. The ADR hearing never took place as an agreement between the parties was reached
10 on December 15, 2025, one day prior to the hearing, pertaining to “...conduct of
11 conduct in [Board] meetings”. (**EXHIBIT L**)
- 12 38. A true copy of the November 5, 2025 Piscataway Police Department incident report
13 #25026238 is attached hereto as **EXHIBIT M**, resulting from Plaintiff Marchitto’s
14 attempt to attend the 2025 Annual Meeting and Election, in which he was a candidate
15 for the Board.
- 16 39. Management and Board President Phillips called the police to report Plaintiff
17 Marchitto was in the clubhouse, in violation of the alleged trespass order in former
18 counsel’s August 26, 2025 letter (EXIBIT J) to Plaintiff Marchitto.
- 19 40. Incident report #25026238 made no criminal allegations or charges against Plaintiff
20 Marchitto, concluding with advice to Management that “...she has the right to come
21 to municipal court to press charges against Marchitto if she would like.”
- 22 41. To date, Plaintiff Marchitto has not received any court summonses relating to the
23 Association, but did receive a mediation notice from the Piscataway Court on behalf
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1 of Sonia Danquah on March 14, 2026, supporting the fact that her accusations did not
2 describe and crimes.

3 42. A true copy of the letter dated January 15, 2026 is attached hereto as **EXHIBIT N**.

4 There was no Piscataway Police Department incident report associated with this
5 letter.

6 43. Plaintiff Marchitto disputes the severity of the claim that he talked out of turn at the
7 January 5, 2026 Special Meeting of the Board.

8 44. Plaintiff Wine was interrupted and talked over on multiple occasions at the January 5,
9 2026 Special Meeting of the Board, and yet no other Trustees or staff that interrupted
10 him received a notice to cease.

11 45. Board President Matthew Phillips muted Plaintiff Marchitto and Trustee Blanco at the
12 January 5, 2026 Special Meeting of the Board, in direct violation of N.J.S.A. §
13 15A:6-10(c), which permits the Board to conduct meetings by any means of
14 communication available provided that all persons participating in the meeting are
15 able to hear each other.

16 46. A true copy of the letter dated March 2, 2026 (the "Removal Letter"), and the
17 corresponding Piscataway Police Department Incident Report #26004680, is attached
18 hereto as **EXHIBIT O**.

19 47. Plaintiff Marchitto disputes all of Counsel's March 2, 2026 third-party recounting of
20 his alleged behavior on February 26, 2026, the severity of which is again inconsistent
21 with what was actually documented in the police report.

22 48. The Removal Letter stated "In light of the foregoing, the Board of Trustees has
23 decided, based upon good cause, to immediately begin procedures to remove Mr.
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1 Marchitto from the Board. **CONSEQUENTLY, MR. MARCHITTO IS HEREBY**
2 **SUSPENDED FROM THE BOARD EFFECTIVE IMMEDIATELY.”**

3 49. As of the date of the Removal Letter, no properly noticed official meeting of the
4 Board took place in which the Board made any motion and vote to suspend Plaintiff
5 Marchitto from the Board, rendering the action taken in the Removal Letter ultra-
6 vires.

7 50. The Removal Letter stated “**Given the serious nature of Mr. Marchitto’s behavior,**
8 **he is no longer entitled access to the Clubhouse in accordance with Section 4.12**
9 **of the Association’s By-Laws. Moreover, Mr. Marchitto is prohibited from**
10 **contacting, communicating with, or coming within 20 feet of Management.”**

11 51. Section 4.12 of the Bylaws, “Suspension of Rights”, (EXHIBIT C at 6) pertains only
12 to the suspension of Association Member rights for delinquency or violation of the
13 published Rules and Regulations of the Association, and does not pertain to the
14 suspension of Trustees from the Board.

15 52. A true copy, downloaded from the Management’s community website, of the
16 Association’s Rules and Regulation (the “Rules”) is attached hereto as **EXHIBIT P**.

17 53. The Rules and Regulations contain no rules or penalties concerning interactions
18 between the Members and Management.

19 54. The agreement between Plaintiff Marchitto and Defendants reached on December 15,
20 2025 (EXHIBIT L) pertained only to “...the code of conduct in [Board] meetings.”,
21 has been substantially complied with, and does not regulate interactions with
22 Management.

- 1 55. The Confidentiality Agreement (EXHIBIT N at 3) was approved by the Board prior
2 to Plaintiff Marchitto's election to the Board, and he did not voluntarily sign the
3 agreement and thus has not consented to the "...exclusion from the meeting,
4 exclusion from future meetings for a time, removal of service on the board, or any
5 other remedy available at law" penalty provisions of the Confidentiality Agreement.
- 6 56. The Clubhouse is part of the common element as described in § 3.02, "General
7 Common Elements", of the Association Master Deed. (EXHIBIT Q at 4, 24 and 25
8 as "REC. BLDG.")
- 9 57. Every Member of the Association has a 1/545th undividable interest in the common
10 element, as per § 3.03, "Divided Interest", of the Master Deed. (EXHIBIT Q at 4)
- 11 58. Defendants have no statutory authority to implement rules or bylaws revoking access
12 to the common element by a Member of the Association.
- 13 59. Defendants are permitted to enact rules or bylaws imposing reasonable restrictions on
14 the use of the common element, however no such rules or bylaws exist in this
15 Association which would limit Plaintiff's access to the Clubhouse. (EXHIBIT P)
- 16 60. Plaintiff Marchitto is not under any Court ordered restraints regarding access to the
17 Clubhouse or proximity to Management.
- 18 61. On March 3, 2026, Plaintiff Marchitto, via counsel, responded to Defendants' March
19 2, 2026 letter (the "Removal Response") (EXHIBIT R)
- 20 62. The Removal Response noted that the narrative in the Police Incident Report
21 #26004680 (EXHIBIT O at 3) was not fully consistent with Defendants third-party
22 recounting of the incident in their March 2, 2026 Removal Letter. (EXHIBIT O at 1)
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1 63. The Removal Response also noted that Management never filed any formal criminal
2 complaints with the Piscataway Police Department regarding the alleged behavior of
3 Plaintiff Marchitto.

4 64. The Removal Response explained to Defendants that “the Board does not have the
5 authority to remove a Board Member”, and that according to § 4.12 of the Bylaws,
6 Plaintiff Marchitto “...cannot be suspended until he has a hearing which is consistent
7 with the principles of due process of law.”

8 65. As of the date of this filing, Plaintiff Marchitto or his counsel have not received a
9 response to the Removal Response letter, and a hearing has not been scheduled as of
10 March 16, 2026.

11 66. Defendants have had nearly four years to present their evidence to a Court and
12 request a restraining order against Plaintiff Marchitto, but have not done so.

13 67. Plaintiff Marchitto never made any threats of physical violence or engaged in any acts
14 of physical violence toward any of the Association employees, management staff, or
15 Board members.

16 68. Plaintiff Marchitto’s September 8, 2025 letter demanded that Defendants cease
17 making false statements regarding alleged criminal acts as the record consistently did
18 not support such claims.

19 69. On Thursday February 26, 2026 Plaintiffs received a mass email communication from
20 Management containing notice (the “Notice”) of a Special Meeting of the Board of
21 Trustees (the “Special Meeting”), scheduled for Wednesday March 4, 2026.

22 **(EXHIBIT S)**

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- 1 70. The Special Meeting was mainly and originally for the purpose of selecting a third-
2 party election administrator in compliance with the MID-C-204-25 Consent Order.
- 3 71. The Notice was sent 6 days prior to the March 4, 2026 Special Meeting.
- 4 72. N.J.A.C. § 5:26-8.12(b)(3) and N.J.A.C. § 5:26-8.12(c) require “...adequate notice of
5 at least seven days...” of Special Meetings of the Board of Trustees.
- 6 73. At the Special Meeting, Trustees Kevin Wine, Anthony Blanco, and Vincent
7 Marchitto protested the lack of proper notice of the Special Meeting and requested
8 that their protest be recorded in the minutes of the Special Meeting. (EXHIBIT T)
- 9 74. At the Special Meeting, and in spite of warnings from Plaintiff Marchitto’s counsel in
10 his Removal Response letter, Board President Matthew Phillips moved to add a new
11 item to the meeting agenda relating to the removal of Trustee/Plaintiff Marchitto.
- 12 75. Board President Phillips violated the Board’s own Rules of Conduct and
13 Confidentiality for All Attendees at Meetings (the “Confidentiality Agreement”)
14 (EXHIBIT N at 3) by revealing a confidential matter to the entire Membership at an
15 open meeting, contrary to paragraph (e)(4) of the confidentiality agreement, requiring
16 “Any matter involving the employment, promotion, discipline or dismissal of a
17 specific officer, contractor, or employee of the Association” to be kept confidential.
- 18 76. At the Special Meeting, Board President Matthew Phillips moved, and Board Vice
19 President Mohiuddin Syed seconded, to “...immediately remove Vincent Marchitto
20 from the SHP Board”, for cause, and refer him to arbitration.
- 21 77. President Matthew Phillips, Vice President Mohiuddin Syed, Treasurer Mark Kelsey,
22 and Secretary Yuqing Wan voted in favor of the motion, Trustee/Plaintiff Kevin
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1 Wine and Trustee Anthony Blanco dissented on the motion, and Trustee/Plaintiff
2 Vincent Marchitto was not permitted to vote.

3 78. No motion was made and voted on at the Special Meeting to trespass or otherwise
4 restrict the movement or interactions of Plaintiff Marchitto.

5 79. Plaintiff Marchitto is under no formal obligation or agreement to accept arbitration to
6 dispute the matter of his removal from the Board.

7 80. On March 9, 2026, Plaintiff Marchitto's counsel sent a second letter to Defendants'
8 Counsel, noting the lack of a response to the first Removal Response letter dated
9 March 3, 2026, and repeated the request for a hearing to be held. **(EXHIBIT U)**

10 81. On Monday December 22, 2025, Plaintiff Wine and Plaintiff Marchitto requested a
11 special meeting of the Board to address 15 agenda items as documented in an email to
12 Management and the Board. **(EXHIBIT V)**

13 82. The special meeting was eventually scheduled for and took place on January 5, 2026
14 with most of Plaintiffs' items on the agenda, however Board President Phillips
15 inserted several additional agenda items prior to Plaintiffs', resulting in only enough
16 time to partially address about half of Plaintiffs' items.

17 83. On Thursday February 5, 2026, Plaintiff Wine and Plaintiff Marchitto requested
18 another special meeting of the Board to handle the items that were adjourned or not
19 handled at all at the January 5, 2026 special meeting, the items that were bumped
20 from the February 10, 2026 regular Board meeting agenda, plus some new items.
21 **(EXHIBIT W)**

1 84. On February 11, 2026 a reminder had to be sent to the Board by Plaintiff Wine,
2 asking for an update on the special meeting request from February 5, 2026.

3 **(EXHIBIT X at 2)**

4 85. Board President Phillips responded that “There has not been an agenda or date
5 approval from a majority of the board, therefore it appears this meeting will not meet
6 quorum...” (EXHIBIT X at 2)

7 86. Plaintiff Wine responded and reiterated his request, and it was eventually decided that
8 the special meeting request would be merged into the special meeting that will have
9 to take place to select a third-party election administrator. (EXHIBIT X at 1)

10 87. A special meeting of the Board was eventually scheduled for March 4, 2026, however
11 almost none of Plaintiffs’ agenda items were included on the meeting agenda, with
12 President Phillips explaining that a majority vote of the Board would now be required
13 to add Plaintiffs’ special meeting agenda items to the agenda. **(EXHIBIT Y)**

14 88. On February 26, 2026, Management responded to Plaintiffs via email, with the
15 disposition of each of Plaintiffs’ agenda item requests, dismissing most of them.

16 **(EXHIBIT Z)**

17 89. At the time of this filing, it has been nearly 3 months since Plaintiffs’ original
18 December 22, 2025 special meeting request, and less than half of Plaintiffs’ agenda
19 items have been considered by the Board in spite of there having been three meetings
20 of the Board since.

21 90. Association Bylaws § 5.08, “Special Meetings”, states “Special meetings of the Board
22 shall be called by the President or the Secretary...upon the written request of any two
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1 Trustees”, leaving no ambiguity as to the Board President’s obligation to call a
2 special meeting as Plaintiffs had requested.

3 91. There would be no point to § 5.08 of the Bylaws if the Board had the power to cancel
4 the special meeting request and agenda items of any two trustees.

5 92. In the Piscataway Police Department Incident report #26004680 dated February 26,
6 2026 (EXHIBIT O at 3), Management is quoted in the report as having said “...Ms.
7 Danquah explained to Mr. Marchitto certain board members can only access certain
8 information and only the board president can access all the information...”

9 93. There is nothing in the Association’s Bylaws, N.J.S.A. § 46:8B et seq., N.J.S.A. §
10 15A et seq., N.J.A.C. 5:26 et seq., justifying such a document access policy or placing
11 the Board President in a superior position relative to the other Trustees.

12 94. Plaintiff Wine has made multiple requests for various Association documents over the
13 last several years, including recently, which have largely been ignored or otherwise
14 dismissed (EXHIBIT AA last ¶), with the response “...I am unclear on what specific
15 material you are requesting...” (EXHIBIT Z at 1)

16 95. On Monday January 26, 2026, Management emailed the Board regarding an
17 employee that was injured on the job, to which Plaintiff Wine responded asking for
18 additional details. (EXHIBIT AB at 1)

19 96. Management finally responded on Saturday January 31, 2026, declining to provide
20 any further details, and the Board, who was also copied on the email, did not offer
21 any further details. (EXHIBIT AB at 2)

22 97. At the time of this filing, 6 weeks after the incident, the injured employee has still not
23 returned to work and no further updates have been provided to Plaintiffs.
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1 98. As this incident seems to be more serious than originally implied, Plaintiffs are
2 concerned that information is being intentionally withheld from them, impacting their
3 ability to function in their fiduciary role.

4 99. Since shortly after the November 5, 2025 election, Plaintiff Wine has asked
5 Management multiple times for a list of all Members who voted electronically, to
6 which he is entitled under N.J.A.C. § 5:26-8.9(h)(2), and still has not received the list,
7 and was advised on February 26, 2026 “Regarding the electronic election list you
8 requested, I do not believe it is relevant at this time.” (EXHIBIT Z at 1)

9 **FIRST COUNT**
10 **(SUMMARY ACTION – DECLARATORY JUDGMENT)**

11 100. Plaintiffs repeat the previous responses and factual allegations as if set forth more
12 fully herein.

13 101. No applicable statutory authority exists for removing Plaintiff Marchitto from the
14 Board of Trustees.

15 102. N.J.S.A. §15A:6-6 defers to the Association Bylaws regarding the removal of
16 Trustees.

17 103. The Association’s Bylaws § 5.05, “Removal of Trustees”, (EXHIBIT C at 7)
18 require a two-thirds vote of the Membership of the Association to remove a Board of
19 Trustees member.

20 104. N.J.A.C. § 5:26-8.11(b) allows removal of a Trustee by the Board only “...for
21 good cause directly impacting the member’s ability to serve.”

22 105. Plaintiff Marchitto remains fully able to serve as a Trustee.

23 106. Plaintiff Marchitto has not missed any regular Board meetings, special Board
24 meetings, or Board workshop sessions since his election.

1 107. N.J.A.C. § 5:26-8.11(b)(1) prohibits the removal of a Trustee by the Board for
2 disagreeing with the majority, or potentially for a breach of confidentiality.

3 108. Plaintiff Marchitto is not accused of breaching confidentiality.

4 109. Counsel knew or should have known their application of Bylaws § 4.12 was
5 incorrect, were advised of this in the March 3, 2026 Removal Response letter
6 (EXHIBIT R) from Plaintiff Marchitto's counsel, and willfully and intentionally
7 allowed and/or advised the Board to proceed anyway.

8 110. The Board knew or should have known, either on advice of Counsel or directly
9 from reading Plaintiff Marchitto's Removal Response letter (EXHIBIT R), that
10 Bylaw § 4.12 was not being properly interpreted, and willfully and intentionally
11 proceeded anyway.

12 111. The Board was further advised in the Removal Response letter by Plaintiff
13 Marchitto's counsel that "...the Board does not have the authority to remove a Board
14 Member. That authority is only granted to the Unit Owners, who elected Mr.
15 Marchitto.", but willfully and intentionally ignored this advice.

16 112. The Board was advised again, directly at the March 4, 2026 Special Meeting, by
17 Plaintiff Wine that "...the Board does not have the statutory authority to vote to
18 remove individual trustees from the Board. That authority rests solely with the
19 owners of the Association..." (EXHIBIT T), and yet willfully and intentionally
20 proceeded anyway.

21 113. The Board does not have the authority to issue trespass notices or restraining
22 orders against Members of the Association.

23 **WHEREFORE**, Plaintiffs demand judgment against Defendants declaring that:
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- a. notice of the March 4, 2026 Special Meeting of the Board of Trustees was invalid; and
- b. the motion made at the March 4, 2026 Special Meeting of the Board of Trustees to remove Plaintiff Marchitto from the Board of Trustees was willful, intentional, and invalid; and
- c. Defendants' internal trespass order and restraining order against Plaintiff Marchitto were ultra-vires and invalid; and
- d. the Board President is required to call a special meeting of the Board, with the requested agenda items, when any two Trustees request a special meeting of the Board; and
- e. Plaintiffs and all Trustees have full access to all Association documents, records, and systems, with the only exception being items protected by attorney client privilege in matters where the Trustee is a litigant adverse to the Board.

SECOND COUNT
(SUMMARY ACTION – INJUNCTIVE RELIEF)

114. Plaintiffs repeat the previous responses and factual allegations as if set forth more fully herein.

115. Plaintiff Marchitto continues to be irreparably harmed every day that the Board continues to conduct business without him.

116. Plaintiff Wine and all those similarly situated continue to be irreparably harmed every day that a duly elected Trustee they supported, voted for, and elected to represent them on the Board is not actually serving due to his involuntary removal.

1 117. Defendants continue to exaggerate verbal disagreements between Plaintiff
2 Marchitto and Management, and continue to involve law enforcement to create the
3 perception of criminal conduct when in fact there is none.

4 118. Defendants presented their exaggerations and mischaracterizations of Plaintiff
5 Marchitto's alleged behavior to several members of the Association at the March 4,
6 2026 open Special Meeting of the Board, in violation of the Board's own
7 Confidentiality Agreement, damaging his reputation.

8 119. Defendants attempted to use their exaggerated and distorted documentation trail
9 as justification to remove Plaintiff Marchitto from the Board.

10 120. This was and continues to be a punitive attack by Defendants against Plaintiff
11 Marchitto, with the active support and collaboration of no fewer than four separate
12 attorneys from Defendants' current Counsel, and previously from former counsel.

13 **WHEREFORE**, Plaintiffs demand that Defendants be directed to:

- 14 a. immediately re-instate Vincent Marchitto as a Trustee; and
15 b. remove all trespassing orders against Plaintiff Marchitto; and
16 c. remove restraints against Plaintiff Marchitto which limit his proximity to, and
17 interaction with, the Association's Management staff; and
18 d. have the Board President call a special meeting of the Board when Plaintiffs
19 request, with Plaintiffs' agenda items; and
20 e. permit Plaintiffs to access all association documents with the exception of
21 those legitimately protected by attorney client privilege; and
22 f. within 5 calendar days following the final order in favor of Plaintiffs'
23 demands, distribute the following message to all community members by
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1 email for Members consenting to receive electronic notice, and by regular
2 mail to all remaining Members:

3 “At the March 5, 2026 Special Meeting of the Board of
4 Trustees, President Matthew Phillips, Vice President Mohiuddin
5 Syed, Treasurer Mark Kelsey, and Secretary Yuqing Wan voted
6 to remove fellow Trustee Vincent Marchitto from the Board of
7 Trustees. Trustees Vincent Marchitto and Kevin Wine filed
8 suit, alleging that the Board acted in violation of the
9 Association’s governing documents and beyond its authority in
10 removing Trustee Marchitto. The Court agreed, and ordered that
11 Trustee Marchitto be immediately reinstated as a Trustee. The
12 Board members responsible for the removal of Trustee
13 Marchitto apologize to Trustee Marchitto for their actions and
14 retract all the false and misleading statements they made about
15 Trustee Marchitto at the March 5, 2026 Special Meeting”.

16 **THIRD COUNT**
17 **(BREACH OF FIDUCIARY DUTY)**

18 121. Plaintiffs repeat the previous responses and factual allegations as if set forth more
19 fully herein.

20 122. Defendants breached their fiduciary duty when they allowed Counsel to take
21 unilateral action without a properly noticed meeting and vote of the Board and
22 suspended Plaintiff Marchitto from the Board in their March 2, 2026 Removal Letter.

23 123. Defendants breached their fiduciary duty when they acted in violation of Bylaw §
24 5.05 and removed and/or suspended Plaintiff Marchitto from the Board at the March
25 4, 2026 Special Meeting.

26 124. Defendants breached their fiduciary duty when they acted in violation of N.J.A.C.
27 § 5:26-8.12(b)(3) and N.J.A.C. § 5:26-8.12(c) and sent notice of the Special Meeting
28 6 days prior to the date of the Special Meeting, when 7 day notice is required.

- 1 125. Defendants breached their fiduciary duty when they acted beyond their legal
2 authority and trespassed Plaintiff Marchitto from the Clubhouse and imposed other
3 restraints on his movement.
- 4 126. Defendants breached their fiduciary duty when they violated Bylaws § 5.08 and
5 disregarded Plaintiffs' request for a special meeting of the Board and agenda items.
- 6 127. The Board's indefinite postponement of Plaintiffs' special meeting requests and
7 agenda items undermines Plaintiffs' ability to serve in their full capacity as duly
8 elected Trustees of the Board.
- 9 128. Defendants breached their fiduciary duty when they ignored or dismissed
10 legitimate Trustee requests for access to Association records, documents and systems.
- 11 129. Denial of access to Association records, documents and systems undermines
12 Plaintiffs' ability to fulfill their fiduciary responsibilities to the Association.
- 13 130. Plaintiffs' fiduciary responsibilities are owed to the Association, not its Board,
14 and the Board is actively obstructing Plaintiffs in the execution of Plaintiffs' fiduciary
15 responsibilities.
- 16 131. Defendants continue to weaponize past and current Counsel against Plaintiff
17 Marchitto with impunity and without consequence, and with all the Board's legal
18 expenses covered by the Association and their Directors and Officers insurance
19 policy.
- 20 132. This is the second complaint and order to show cause within the last 4 months, in
21 which Defendants blatantly violated multiple governing document provisions and
22 laws, and distribute a mass "Update on 2025 Election Litigation" to all Association
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Members insinuating the additional cost of re-doing the 2025 annual election was the fault of Plaintiff Wine. (**EXHIBIT AC**)

133. The Business Judgment Rule does not insulate the Board from Court intervention when the Board’s actions are beyond its authority or in violation of law.

134. Individual Trustee indemnification is lost when the actions of a Trustee are ultra-vires or contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants for the following relief:

- a. Awarding cost of suit against Defendants Matthew Phillips, Mohiuddin Syed, Mark Kelsey, and Yuqing Wan, to be paid to Plaintiffs, estimated to be \$300 for the cost of filing and \$400 for the cost of service; and
- b. Awarding the cost of the Association’s legal defense against Defendants Matthew Phillips, Mohiuddin Syed, Mark Kelsey, and Yuqing Wan, to be paid to the Association, estimated to be \$5,000 for the Directors and Officers insurance coverage deductible, plus any other legal costs incurred by Counsel for work related to the Association’s legal defense in this matter, beyond what is covered by Counsel’s current retainer agreement.

APPLICATION FOR SUMMARY ACTION

In accordance with R. 4:67-1(a) and N.J.S.A. § 15A:6-6(d), Plaintiffs request that the Court hear the First, Second and Third Count herein as a summary action because the issues raised herein are questions of law that may be completely resolved by and through this action and the undisputed facts.

CERTIFICATION PURSUANT TO R. 4:5-1

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The Plaintiffs hereby certifies that the matter in controversy is not the subject of any other action pending in any court and is likewise not the subject of any pending arbitration proceeding. The Plaintiffs further certify that they have no knowledge of any other contemplated action regarding the subject matter of this action. Plaintiff Marchitto has been offered Alternate Dispute Resolution (“ADR”) via binding arbitration by Defendants however is under no obligation to participate in ADR. The Plaintiffs further certifies that they are currently unaware of any other parties that should be joined in this action.

PERSONAL IDENTIFIER CERTIFICATION PURSUANT TO R. 4:5-1(b)(3)

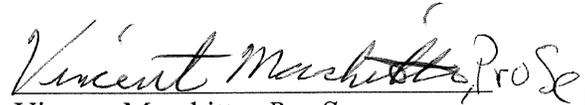
Plaintiffs certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 4:5-1.

VERIFICATION

Plaintiffs certify that the foregoing statements made by them are true. Plaintiffs are aware that if any of the foregoing statements made by them are willfully false, they are subject to punishment.

Dated: March 19, 2026


Kevin Wine, *Pro Se*


Vincent Marchitto, *Pro Se*

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Kevin Wine, Pro Se
345 Lancaster Court
Piscataway, NJ 08854
201-401-6129
kwine@optonline.net
Plaintiff

Vincent Marchitto, Pro Se
477 Harwick Court
Piscataway, NJ 08854
908-420-1905
troutman15@optimum.net
Plaintiff

KEVIN WINE and VINCENT
MARCHITTO, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
BOARD OF TRUSTEES OF SOCIETY
HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
MATTHEW PHILLIPS, MOHIUDDIN
SYED, MARK KELSEY, YUQING WAN,
JOHN DOES 1-10, and ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW
JERSEY CHANCERY DIVISION,
GENERAL EQUITY PART,
MIDDLESEX COUNTY

Civil Action:

DOCKET NO. MID-C-_____

**ORDER TO SHOW CAUSE
WITH TEMPORARY
RESTRAINTS PURSUANT TO R.
4:52 and SUMMARY ACTION
PURSUANT TO R. 4:67-1(a)**

THIS MATTER being brought before to the court by Plaintiffs Kevin Wine and Vincent Marchitto, seeking relief by way of temporary restraints pursuant to R. 4:52-1(a), and summary action pursuant to R. 4:67-1(a), based upon the facts set forth in the verified complaint filed herewith; and it appearing that immediate and irreparable damage will probably result before notice can be given and a hearing held, and for good cause shown;

It is on this ____ day of _____, 2026, **ORDERED that** defendants, **SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF**

1 **TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION,**
2 **INC., MATTHEW PHILLIPS, MOHIUDDIN SYED, MARK KELSEY, and YUQING**
3 **WAN,** appear and show cause before the Superior Court at the Middlesex County Courthouse,
4 56 Paterson Street, New Brunswick, New Jersey at ____ o'clock in the _____ noon or as
5 soon thereafter as counsel can be heard, on the ____ day of _____, 2026 why an
6 order should not be issued preliminarily enjoining and restraining defendants, **SOCIETY HILL**
7 **AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES**
8 **OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC.,**
9 **MATTHEW PHILLIPS, MOHIUDDIN SYED, MARK KELSEY, YUQING WAN,** from:

- 10 A. Suspending or Removing Plaintiff Vincent Marchitto from the Board of Trustees.
11 B. Trespassing Plaintiff Vincent Marchitto from the community Clubhouse building.
12 C. Imposing restraints on Plaintiff Vincent Marchitto limiting his proximity to, and
13 interaction with, the Association's Management staff.
14 D. Limiting Plaintiff Vincent Marchitto's and Plaintiff Kevin Wine's access to all
15 Association documents and records, with the exception of materials protected by attorney
16 client privilege relating to litigation in which Plaintiffs are a litigant.
17 E. Preventing Plaintiffs from requesting Special Meetings of the Board of Trustees with
18 Plaintiffs' agenda items.
19 F. Granting such other relief as the court deems equitable and just.

20 And why further relief should not be granted:

- 21 G. Ordering Defendants to, within 5 calendar days following the final order in favor of
22 Plaintiffs' demands, distribute the following message to all community members by
23
24

1 email for Members consenting to receive electronic notice, and by regular mail to all
2 remaining Members:

3 “At the March 5, 2026 Special Meeting of the Board of Trustees,
4 President Matthew Phillips, Vice President Mohiuddin Syed,
5 Treasurer Mark Kelsey, and Secretary Yuqing Wan voted to remove
6 fellow Trustee Vincent Marchitto from the Board of Trustees.
7 Trustees Vincent Marchitto and Kevin Wine filed suit, alleging that
8 the Board acted in violation of the Association’s governing
9 documents and beyond its authority in removing Trustee Marchitto.
10 The Court agreed, and ordered that Trustee Marchitto be immediately
11 reinstated as a Trustee. The Board members responsible for the
12 removal of Trustee Marchitto apologize to Trustee Marchitto for their
13 actions and retract all the false and misleading statements they made
14 about Trustee Marchitto at the March 5, 2026 Special Meeting”

15 H. Awarding cost of suit against Defendants Matthew Phillips, Mohiuddin Syed, Mark
16 Kelsey, and Yuqing Wan, to be paid to Plaintiffs, estimated to be \$300 for the cost of
17 filing and \$400 for the cost of service.

18 I. Awarding cost of the Association’s legal defense against Defendants Matthew Phillips,
19 Mohiuddin Syed, Mark Kelsey, and Yuqing Wan, to be paid to the Association, estimated
20 to be \$5,000 for the Directors and Officers insurance coverage deductible, plus any other
21 legal costs incurred by Counsel for work related to the Association’s legal defense in this
22 matter, beyond what is covered by Counsel’s current retainer agreement.

23 And it is **further ORDERED that** pending the return date herein, the defendants are
24 temporarily enjoined and restrained from:

- 25 A. Suspending or Removing Plaintiff Vincent Marchitto from the Board of Trustees.
- 26 B. Trespassing Plaintiff Vincent Marchitto from the community Clubhouse building.
- 27 C. Imposing restraints on Plaintiff Vincent Marchitto limiting his proximity to, and
28 interaction with, the Association’s Management staff.

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D. Limiting Plaintiff Vincent Marchitto’s and Plaintiff Kevin Wine’s access to all Association documents and records, with the exception of materials protected by attorney client privilege relating to litigation in which Plaintiffs are a litigant.

E. Preventing Plaintiffs from requesting Special Meetings of the Board of Trustees with Plaintiffs’ agenda items.

And it is **further ORDERED that:**

1. The defendants may move to dissolve or modify the temporary restraints herein contained on two (2) days’ notice to the Plaintiffs Kevin Wine and Vincent Marchitto.

2. A copy of this order to show cause, verified complaint, legal memorandum and any supporting affidavits or certifications submitted in support of this application be served upon the defendants personally, or

_____ within _____ days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

3. The plaintiffs must file with the court their proof of service of the pleadings on the defendants no later than three (3) days before the return date.

4. Defendants shall file and serve a written response to this order to show cause and the request for entry of injunctive relief and proof of service by

_____. The original documents must be filed with the Clerk of the Superior Court in the county listed above. A directory of these offices is available in the Civil Division Management Office in the county listed above and online at njcourts.gov. You must send a copy of your opposition papers directly to Judge _____, whose address is _____, New Jersey.

1 You must also send a copy of your opposition papers to the plaintiffs' attorney whose
2 name and address appears above, or to the plaintiffs, if no attorney is named above. A
3 telephone call will not protect your rights; you must file your opposition and pay the
4 required fee of \$ _____ and serve your opposition on your adversary, if you want the
5 court to hear your opposition to the injunctive relief the plaintiffs are seeking.

- 6 5. The plaintiffs must file and serve any written reply to the defendant's order to show cause
7 opposition by _____. The reply papers must be filed with the Clerk of
8 the Superior Court in the county listed above and a copy of the reply papers must be sent
9 directly to the chambers of Judge _____.
- 10 6. If the defendants do not file and serve opposition to this order to show cause, the
11 application will be decided on the papers on the return date and relief may be granted by
12 default, provided that the plaintiffs files a proof of service and a proposed form of order
13 at least three days prior to the return date.
- 14 7. If the plaintiffs have not already done so, a proposed form of order addressing the relief
15 sought on the return date (along with a self-addressed return envelope with return address
16 and postage) must be submitted to the court no later than three (3) days before the return
17 date.
- 18 8. Defendants take notice that the plaintiffs have filed a lawsuit against you in the Superior
19 Court of New Jersey. The verified complaint attached to this order to show cause states
20 the basis of the lawsuit. If you dispute this complaint, you, or your attorney, must file a
21 written answer to the complaint and proof of service within 35 days from the date of
22 service of this order to show cause; not counting the day you received it.
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1 These documents must be filed with the Clerk of the Superior Court in the county
2 listed above. A directory of these offices is available in the Civil Division Management
3 Office in the county listed above and online at njcourts.gov. Include a \$ _____ filing fee
4 payable to the “Treasurer State of New Jersey.” You must also send a copy of your
5 Answer to the plaintiffs’ attorney whose name and address appear above, or to the
6 plaintiffs, if no attorney is named above. A telephone call will not protect your rights;
7 you must file and serve your Answer (with the fee) or judgment may be entered against
8 you by default. Please note: Opposition to the order to show cause is not an Answer and
9 you must file both. Please note further: if you do not file and serve an Answer within 35
10 days of this Order, the Court may enter a default against you for the relief plaintiffs
11 demand.

12 9. If you cannot afford an attorney, you may call the Legal Services office in the county in
13 which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-
14 LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal
15 assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral
16 Services. A directory with contact information for local Legal Services Offices and
17 Lawyer Referral Services is available in the Civil Division Management Office in the
18 county listed above and online at njcourts.gov.

19 10. The court will entertain argument, but not testimony, on the return date of the order to
20 show cause, unless the court and parties are advised to the contrary no later than _____
21 days before the return date.

22 _____
23 J.S.C.
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1 **Kevin Wine, Pro Se**
2 345 Lancaster Court
3 Piscataway, NJ 08854
4 201-401-6129
5 kwine@optonline.net
6 *Plaintiff*

7 **Vincent Marchitto, Pro Se**
8 477 Harwick Court
9 Piscataway, NJ 08854
10 908-420-1905
11 troutman15@optimum.net
12 *Plaintiff*

13 KEVIN WINE and VINCENT
14 MARCHITTO, individually and on behalf
15 of all others similarly situated,

16 Plaintiffs,

17 vs.

18 SOCIETY HILL AT PISCATAWAY
19 CONDOMINIUM ASSOCIATION, INC.,
20 BOARD OF TRUSTEES OF SOCIETY
21 HILL AT PISCATAWAY
22 CONDOMINIUM ASSOCIATION, INC.,
23 MATTHEW PHILLIPS, MOHIUDDIN
24 SYED, MARK KELSEY, YUQING WAN,
25 JOHN DOES 1-10, and ABC CORPS. 1-10,

26 Defendants.

SUPERIOR COURT OF NEW
JERSEY CHANCERY DIVISION,
MIDDLESEX COUNTY

Civil Action:

DOCKET NO. MID-C-_____

ORDER

27 **THIS MATTER** having been brought before the Court by Plaintiffs Kevin Wine and
28 Vincent Marchitto, seeking emergent relief by way of summary action pursuant to R. 4:67-1(a)
and R. 4:52, based upon the facts set forth in the Verified Complaint; and the court having
determined that this matter may be commenced by order to show cause as a summary proceeding
pursuant to N.J.S.A. 2A:16-50 et seq. (the New Jersey Declaratory Judgement Act), and that
injunctive relief is appropriate, and for good cause shown,

IT IS on this _____ day of _____, 2026,

1 **ORDERED** that judgment is hereby entered in favor of the Plaintiffs and against
2 Defendants as to the First Count, Second Count, and Third Count of the Verified Complaint;

3 **IT IS FURTHER ORDERED AND DECLARED** that notice of the March 4, 2026
4 Special Meeting of the Board of Trustees was invalid.

5 **IT IS FURTHER ORDERED AND DECLARED** that the motion made at the
6 March 4, 2026 Special Meeting of the Board of Trustees to remove Plaintiff Marchitto from the
7 Board of Trustees was willful, intentional, and invalid.

8 **IT IS FURTHER ORDERED AND DECLARED** that Defendants' internal trespass
9 order and restraining order against Plaintiff Marchitto were ultra-vires and invalid.
10

11 **IT IS FURTHER ORDERED AND DECLARED** that the Board is required to call a
12 special meeting of the Board, with the requested agenda items, when Plaintiffs request a special
13 meeting of the Board.
14

15 **IT IS FURTHER ORDERED AND DECLARED** that Plaintiffs and all Trustees
16 have full access to all Association documents, records, and systems, with the only exception
17 being items protected by attorney client privilege in matters where the Trustee is a litigant
18 adverse to the Board.
19

20 **IT IS FURTHER ORDRED** that Defendants shall be directed to immediately
21 reinstate Vincent Marchitto as a Trustee.

22 **IT IS FURTHER ORDRED** that Defendants shall be directed to immediately remove
23 all trespassing orders against Plaintiff Marchitto.
24

25 **IT IS FURTHER ORDRED** that Defendants shall be directed to immediately remove
26 restraints against Plaintiff Marchitto which limit his proximity to, and interaction with, the
27 Association's Management staff.
28

1 **IT IS FURTHER ORDRED** that Defendants shall be directed to immediately have
2 the Board President call a special meeting of the Board when Plaintiffs request, with Plaintiffs’
3 agenda items.

4 **IT IS FURTHER ORDRED** that Defendants shall be directed to immediately permit
5 Plaintiffs to access all association documents with the exception of those legitimately protected
6 by attorney client privilege.

7 **IT IS FURTHER ORDRED** that Defendants shall be directed, within 5 calendar days
8 following the final order in favor of Plaintiffs’ demands, to distribute the following message to
9 all community members by email for Members consenting to receive electronic notice, and by
10 regular mail to all remaining Members:
11

12 “
13 At the March 5, 2026 Special Meeting of the Board of Trustees, President
14 Matthew Phillips, Vice President Mohiuddin Syed, Treasurer Mark Kelsey, and
15 Secretary Yuqing Wan voted to remove fellow Trustee Vincent Marchitto from
16 the Board of Trustees. Trustees Vincent Marchitto and Kevin Wine filed suit,
17 alleging that the Board acted in violation of the Association’s governing
18 documents and beyond its authority in removing Trustee Marchitto. The Court
19 agreed, and ordered that Trustee Marchitto be immediately reinstated as a Trustee.
20 The Board members responsible for the removal of Trustee Marchitto apologize
21 to Trustee Marchitto for their actions and retract all the false and misleading
22 statements they made about Trustee Marchitto at the March 5, 2026 Special
23 Meeting.”

24 **IT IS FURTHER ORDRED** that Defendants shall be directed to award cost of suit
25 against Defendants Matthew Phillips, Mohiuddin Syed, Mark Kelsey, and Yuqing Wan, to be
26 paid to Plaintiffs, estimated to be \$300 for the cost of filing and \$400 for the cost of service.

27 **IT IS FURTHER ORDRED** that Defendants shall be directed to award the cost of
28 the Association’s legal defense against Defendants Matthew Phillips, Mohiuddin Syed, Mark
Kelsey, and Yuqing Wan, to be paid to the Association, estimated to be \$5,000 for the Directors
and Officers insurance coverage deductible, plus any other legal costs incurred by Counsel for

1 work related to the Association's legal defense in this matter, beyond what is covered by
2 Counsel's current retainer agreement.

3 **IT IS FURTHER ORDERD** that a copy of this ORDER shall be served on all parties
4 within seven (7) days.
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J.S.C.

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10 Opposed

11 Unopposed

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New Jersey Judiciary
Civil Practice Division

Civil Case Information Statement (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed, or attorney's signature is not affixed.

For Use by Clerk's Office Only

Payment type <input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
--	---------------------	--------------	-------------------	--------------

Attorney/Pro Se Name Kevin Wine	Telephone Number (201) 401-6129 ext.	County of Venue Middlesex
------------------------------------	---	------------------------------

Firm Name (if applicable)	Docket Number (when available)
---------------------------	--------------------------------

Office Address - Street 345 Lancaster Ct.	City Piscataway	State NJ	Zip 08854
--	--------------------	-------------	--------------

Document Type Order to Show Cause	Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--------------------------------------	--

Name of Party (e.g., John Doe, Plaintiff) Kevin Wine, Plaintiff	Caption See Attached
--	-------------------------

Case Type Number (See page 3 for listing)	<u>801</u>
Are sexual abuse claims alleged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does this case involve claims related to COVID-19?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a professional malpractice case?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.	

Related Cases Pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," list docket numbers	

Do you anticipate adding any parties (arising out of same transaction or occurrence)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

Name of defendant's primary insurance company (if known)	<input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown
--	---

The Information Provided on This Form Cannot be Introduced into Evidence.

Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation

Do parties have a current, past or recurrent relationship? Yes No
 If "Yes," is that relationship:
 Employer/Employee Friend/Neighbor Familial Business
 Other (explain) Condominium Association/Homeowner/Trustee

Does the statute governing this case provide for payment of fees by the losing party? Yes No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition.
 This is a somewhat urgent summary action under N.J.S.A. § 15A:6-6(d). A court ordered election is scheduled for the first week of June, and a Plaintiff has been illegally removed from the Board and will likely also be disqualified from running for his seat in the election. Nomination deadline will probably be mid April, before which this needs to be resolved.

 Do you or your client need any disability accommodations? Yes No
 If yes, please identify the requested accommodation:

 Will an interpreter be needed? Yes No
 If yes, for what language?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Attorney/Self-Represented Litigant Signature: 

Case caption is too big to fit in form box:

KEVIN WINE and VINCENT MARCHITTO, individually and on behalf of all others similarly situated vs SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., MATTHEW PHILLIPS, MOHIUDDIN SYED, MARK KELSEY, YUQING WAN, JOHN DOES 1-10, and ABC CORPS. 1-10



New Jersey Judiciary
Civil Practice Division

Civil Case Information Statement (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed, or attorney's signature is not affixed.

For Use by Clerk's Office Only

Payment type <input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
Attorney/Pro Se Name Vincent Marchitto, Pro Se	Telephone Number (908) 420-1905 ext.	County of Venue Middlesex		
Firm Name (if applicable)	Docket Number (when available)			
Office Address - Street 477 Harwick Ct.	City Piscataway	State NJ	Zip 08854	
Document Type Order to Show Cause	Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Name of Party (e.g., John Doe, Plaintiff) Vincent Marchitto, Plaintiff	Caption See Attached			
Case Type Number (See page 3 for listing)	801			
Are sexual abuse claims alleged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Does this case involve claims related to COVID-19?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Is this a professional malpractice case?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.				
Related Cases Pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes," list docket numbers				
Do you anticipate adding any parties (arising out of same transaction or occurrence)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Name of defendant's primary insurance company (if known)	<input type="checkbox"/> None <input checked="" type="checkbox"/> Unknown			

The Information Provided on This Form Cannot be Introduced into Evidence.

Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation

Do parties have a current, past or recurrent relationship? Yes No

If "Yes," is that relationship:

- Employer/Employee Friend/Neighbor Familial Business
 Other (explain) Condominium Association/Homeowner/Trustee

Does the statute governing this case provide for payment of fees by the losing party? Yes No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition.
 This is a somewhat urgent summary action under N.J.S.A. § 15A:6-6(d). A court ordered election is scheduled for the first week of June, and a Plaintiff has been illegally removed from the Board and will likely also be disqualified from running for his seat in the election. Nomination deadline will probably be mid April, before which this needs to be resolved.

 Do you or your client need any disability accommodations? Yes No
 If yes, please identify the requested accommodation:

Will an interpreter be needed? Yes No
 If yes, for what language?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Attorney/Self-Represented Litigant Signature: Vincent Marchitto Pro Se

Case caption is too big to fit in form box:

KEVIN WINE and VINCENT MARCHITTO, individually and on behalf of all others similarly situated vs SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., MATTHEW PHILLIPS, MOHIUDDIN SYED, MARK KELSEY, YUQING WAN, JOHN DOES 1-10, and ABC CORPS. 1-10

1 **Kevin Wine, Pro Se**
345 Lancaster Court
2 Piscataway, NJ 08854
201-401-6129 - Telephone
3 kwine@optonline.net
4 *Plaintiff*

5 **Vincent Marchitto, Pro Se**
477 Harwick Court
6 Piscataway, NJ 08854
7 908-420-1905
troutman15@optimum.net
8 *Plaintiff*

10 KEVIN WINE and VINCENT
11 MARCHITTO, individually and on behalf
of all others similarly situated,

12 Plaintiffs,

13 vs.

14 SOCIETY HILL AT PISCATAWAY
15 CONDOMINIUM ASSOCIATION, INC.,
BOARD OF TRUSTEES OF SOCIETY
16 HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC.,
17 MATTHEW PHILLIPS, MOHIUDDIN
18 SYED, MARK KELSEY, YUQING WAN,
JOHN DOES 1-10, and ABC CORPS. 1-10,

19 Defendants.

SUPERIOR COURT OF NEW
JERSEY CHANCERY DIVISION,
GENERAL EQUITY PART,
MIDDLESEX COUNTY

Civil Action:

DOCKET NO. MID-C-_____

BRIEF

21 **PLAINTIFFS' BRIEF IN SUPPORT OF**
22 **ORDER TO SHOW CAUSE**

23
24
25
26 On the brief:
Kevin Wine, *Pro Se*
27 Vincent Marchitto, *Pro Se*
28

INTRODUCTION

1
2 This is an application for an order to show cause and to proceed summarily under R.
3 4:67-1(a) and N.J.S.A. 15A:6-6(d), for declaratory and injunctive relief with temporary restraints
4 under R. 4:52.

5
6 The claims are based upon the verified complaint (the “Verified Complaint”) of Plaintiffs
7 Kevin Wine and Vincent Marchitto and all others similarly situated, arising out of Defendants’
8 violation of law relating to the removal of Trustee/Plaintiff Vincent Marchitto from the Board of
9 Trustees, unlawful restraints placed on Plaintiff Marchitto, and other limits placed on both
10 Plaintiffs severely impairing their ability to fulfil their fiduciary obligations to the Association.

11
12 Plaintiffs seek immediate temporary restraints under R. 4:52 from Count 2 of the Verified
13 Complaint items (a), (b), (c), (d) and (e). These five restraints relate to Plaintiff Marchitto’s
14 Board service, returning him to the Board with the full rights of a Trustee, and Plaintiff Wine’s
15 rights as a Trustee:

- 16 a. immediately re-instate Vincent Marchitto as a Trustee; and
- 17 b. remove all trespassing orders against Plaintiff Marchitto; and
- 18 c. remove restraints against Plaintiff Marchitto which limit his proximity to, and interaction
19 with, the Association’s Management staff; and
- 20 d. have the Board President call a special meeting of the Board when Plaintiffs request, with
21 Plaintiffs’ agenda items; and
- 22 e. permit Plaintiffs access all association documents with the exception of those legitimately
23 protected by attorney client privilege.

24
25
26 Plaintiffs seek the remaining relief under R. 4:67-1(a) from Count 2 item (f) and Count 3 items
27 (a) and (b) of the Verified Complaint, requiring Defendants to distribute a public apology for
28

1 their actions, and awarding cost of litigation to Plaintiff and cost of defense to the Association, to
2 be paid by the four Trustees that violated the governing documents and law and acted beyond
3 their authority:

- 4 a. within 5 calendar days following the final order in favor of Plaintiffs' demands, distribute
5 the following message to all community members by email for Members consenting to
6 receive electronic notice, and by regular mail to all remaining Members:
7

8 "At the March 5, 2026 Special Meeting of the Board of Trustees,
9 President Matthew Phillips, Vice President Mohiuddin Syed,
10 Treasurer Mark Kelsey, and Secretary Yuqing Wan voted to
11 remove fellow Trustee Vincent Marchitto from the Board of
12 Trustees. Trustees Vincent Marchitto and Kevin Wine filed suit,
13 alleging that the Board acted in violation of the Association's
14 governing documents and beyond its authority in removing
15 Trustee Marchitto. The Court agreed, and ordered that Trustee
16 Marchitto be immediately reinstated as a Trustee. The Board
17 members responsible for the removal of Trustee Marchitto
18 apologize to Trustee Marchitto for their actions and retract all the
19 false and misleading statements they made about Trustee
20 Marchitto at the March 5, 2026 Special Meeting".

- 21 b. Awarding cost of suit against Defendants Matthew Phillips, Mohiuddin Syed, Mark
22 Kelsey, and Yuqing Wan, to be paid to Plaintiffs, estimated to be \$300 for the cost of
23 filing and \$400 for the cost of service; and
24 c. Awarding the cost of the Association's legal defense against Defendants Matthew
25 Phillips, Mohiuddin Syed, Mark Kelsey, and Yuqing Wan, to be paid to the Association,
26 estimated to be \$5,000 for the Directors and Officers insurance coverage deductible, plus
27 any other legal costs incurred by Counsel for work related to the Association's legal
28 defense in this matter, beyond what is covered by Counsel's current retainer agreement.

1 Plaintiff seeks the above relief pursuant to R. 4:67-1 et seq. (the rule governing
2 “Summary Actions”). R. 4:67-1 et seq. governs the procedure for cases proceeding by order to
3 show cause, as summary actions. R. 4:67-1 is applicable to all actions in which the court is
4 permitted by rule or by statute to proceed in a summary manner, and provided that it is likely that
5 the matter may be completely disposed of in a summary manner. Summary disposition is
6 deemed to be an appropriate method to dispose of declaratory judgment actions. River Vale Tp.
7 v. R. J. Longo Const. Co., Inc., 127 N.J. Super. 207 (Law Div. 1974). The purpose of N.J.S.A.
8 2A:16-50 et seq. (“the New Jersey Declaratory Judgment Act”) is “to declare rights, status and
9 other legal relations, whether or not further relief is or could be claimed.” N.J.S.A. 2A:16-52.
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12 **FACTUAL BACKGROUND**

13 Plaintiffs respectfully refers the Court to the Verified Complaint filed in support of their
14 application for a full recitation of the facts.
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LEGAL ARGUMENT

I. PLAINTIFF IS ENTITLED TO DECLARATORY RELIEF BY ORDER TO SHOW CAUSE AND IN ACCORDANCE WITH THE SUMMARY ACTION RULE.

Plaintiff is entitled to a declaration by summary action that the removal of Trustee/Plaintiff Vincent Marchitto from the Board of trustees is invalid. Defendants failed to comply with the meeting notice provisions of N.J.A.C. § 5:26-8.12(b)(3) and N.J.A.C. § 5:26-8.12(c), the Association's Bylaws § 5.05 for removal of trustees, and acted beyond their authority in trespass and other restraints against Plaintiff Marchitto. All these violations are immediately verifiable by evidence presented in the Verified Complaint.

The New Jersey Declaratory Judgment Act states, in relevant part:

All courts of record in this state shall, within their respective jurisdictions, have power to declare rights, status and other legal relations, whether or not further relief is or could be claimed; and no action or proceeding shall be open to objection on the ground that a declaratory judgment is demanded.

The enumeration in other sections of this article of the questions determinable and rights declarable in a proceeding brought under the provisions of this article does not limit or restrict the exercise of the general powers conferred by this section in a proceeding for declaratory relief, in which a judgment will terminate the controversy or remove an uncertainty.

The Declaratory Judgment Act further states:

A person interested under a deed, will, written contract or other writing constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

In this action, Plaintiffs request that the Court declare the invalidity of actions taken by the Board and in contravention of the Association Bylaws and New Jersey Statute, and that the

1 Defendants show cause as to why the relief sought should not be entered. The Rule governing
2 summary actions, R. 4:67-1 et seq., applies to “all actions in which the court is permitted by rule
3 or by statute to proceed in a summary manner . . .” and if “it is likely that the matter may be
4 completely disposed of in a summary manner.”
5

6 By the very nature of the Declaratory Judgment Act, the Court is empowered to proceed
7 in declaring the rights of a party summarily. Moreover, if the relief requested by the Plaintiffs is
8 granted, all issues raised in the Verified Complaint will be resolved, and the entirety of the
9 verified complaint will be rendered moot.

10 Accordingly, Plaintiffs respectfully request that the relief requested be granted in its
11 entirety.
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1 **II. INJUNCTIVE RELIEF BY AND THROUGH AN ORDER REQUIRING THE**
2 **SPECIFIC PERFORMANCE OF DEFENDANTS IS NECESSARY TO PREVENT**
3 **IRREPARABLE HARM TO PLAINTIFFS AND THOSE SIMILARLY**
4 **SITUATED.**

5 In determining the propriety of injunctive relief, the law is clear that a court must
6 consider four factors: (1) whether an injunction is “necessary to prevent irreparable harm;” (2)
7 whether the legal right underlying applicant’s claim is unsettled; (3) whether the applicant has
8 made a preliminary showing of a reasonable probability of ultimate success on the merits; and
9 (4) the relative hardship to the parties in granting or denying injunctive relief. Rinaldo v. RLR
10 Inv., LLC, 387 N.J. Super. 387, 395 (App. Div. 2006) (citing Crowe v. De Gioia, 90 N.J. 126,
11 132-34 (1982)).

12 The issuance of an interlocutory injunction is based upon the exercise of sound judicial
13 discretion that may permit the court to place less emphasis on any particular Crowe factor if
14 another factor greatly requires the issuance of temporary relief. Waste Mgmt. of N.J., Inc. v.
15 Union County Util. Auth., 399 N.J. Super. 508, 519 (App. Div. 2008).

16 For the reasons set forth herein it is respectfully submitted that Plaintiffs have satisfied
17 the requirements necessary for the issuance of an injunction requiring Defendants to immediately
18 return Plaintiff Marchitto to his seat on the Board of Trustees.
19

20
21 **A. In the Absence of Injunctive Relief, Plaintiffs, and Those Similarly Situated, Will**
22 **Incur Imminent and Irreparable Harm that Cannot be Redressed with Monetary**
23 **Damages.**

24 To obtain injunctive relief, an applicant must show by clear and convincing evidence that
25 an injunction is necessary to prevent imminent and irreparable harm. B & S Ltd., Inc. v.
26 Elephant & Castle Int’l, Inc., 388 N.J. Super. 160, 168 (Ch. Div. 2006); see also Crowe v. De
27 Gioia, 90 N.J. 126, 133 (1982). Harm has been considered “irreparable” if it cannot be redressed
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1 adequately by monetary damages. Crowe, 90 N.J. at 133. The Crowe court found that severe
2 personal inconvenience may constitute irreparable injury in certain circumstances. Id.
3 Therefore, Plaintiff must show that absent the issuance of a preliminary injunction, they will
4 suffer irreparable harm that cannot be redressed sufficiently following a trial of the matter.
5

6 Here, the Board has removed Plaintiff Marchitto from the Board and placed other
7 restraints on him. Plaintiff Marchitto was duly elected to the Board on November 5, 2025, as
8 certified by the election inspectors at the 2025 Annual Meeting and Election, for a 2-year term.
9 Plaintiff Marchitto's term was subsequently modified by the Consent Order resulting from MID-
10 C-204-25, to expire at the newly called June 2026 Annual Meeting and Election. Defendants'
11 actions have directly impacted Plaintiff Marchitto by depriving him of serving out his Trustee
12 term. Defendants' actions have impacted Plaintiff Wine and all others similarly situated, who
13 supported and/or voted for Plaintiff Marchitto to represent their interest on the Board, by
14 removing their duly elected representative from the Board. The Board continues to conduct its
15 business, now in the absence of Plaintiff Marchitto, with the harms continuing against him and
16 all others similarly situated on a daily basis. No amount of monetary compensation will correct
17 this harm, as decisions are being made and will be made in the absence of Plaintiff Marchitto.
18 Actions of the Board taken in his absence will not be retroactively re-considered and re-voted
19 when and if Plaintiff Marchitto is restored to his Board Trusteeship. For these reasons, Plaintiffs
20 and those similarly situated will be irreparably harmed in the absence of this Court's intervention
21 as requested.
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25 Accordingly, Plaintiffs have demonstrated "imminent and irreparable harm" sufficient to
26 warrant injunctive relief and an order for specific performance.

27 **B. The Legal Rights Underlying Plaintiff's Claims are Well-Settled.**
28

1 The legal rights at issue are grounded in the N.J.S.A. §15A et seq., N.J.S.A. § 46:8B et seq.,
2 N.J.A.C. § 5.26 et seq., and the Association's Bylaws. These documents proscribe the policies,
3 practices, and procedures that the Defendants are required to follow as a matter of law and a
4 matter of contract. The Bylaws § 5.05 clearly require a two-thirds majority of the entire
5 Membership of the Association to remove a Trustee from the Board. N.J.A.C. § 5:26-8.11(b)
6 clearly permits removal of Trustees by the Board in only the limited circumstance of
7 delinquency, inability to serve, or possibly for a breach of confidentiality impacting the
8 Association as a whole. N.J.A.C. § 5:26-8.12(b)(3) and N.J.A.C. § 5:26-8.12(c) clearly require 7
9 day notice of Board meetings, not 6 day notice as was provided by the Board. N.J.S.A. § 46:8B-
10 6 clearly establishes that unit owners have an undivided interest in the common elements of the
11 Association, including the community clubhouse. Excluding a Member from the common
12 element or a portion thereof would be a violation of that Members' property rights. Trespass of a
13 Member from a portion of the common element, or restraints on a Member's movement on the
14 common element, would therefore require judicial intervention, which has not been pursued by
15 the Defendants. The Association's current Rules and Regulations, and other code of conduct
16 policies either do not address the alleged behavior of which Plaintiff Marchitto is accused in his
17 recent interaction with Management, or do not provide authorization for restraints on him or for
18 his removal from the Board. The Board has acted in violation of law, and acted ultra-vires, and
19 as such the Board's actions are not protected by the business judgment rule, and the Court can
20 intervene. From Thanasoulis v. Winston Towers 200 Ass'n., 10 N.J. 650, 667 A.2d 900:

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25 *a two-pronged test has been established to determine whether the Association*
26 *breached its fiduciary duty: (1) whether its action was authorized by statute or*
27 *its own bylaws, and, if so, (2) whether the action was fraudulent, self-dealing or*
28 *unconscionable. The scope of judicial review is limited to these two questions,*
which are issues of law. As long as the Association acted reasonably and in
good faith the courts will not second guess its conduct.

1
2 Accordingly, all rights at issue are well-settled and cannot be disputed.
3

4
5 **C. Plaintiffs Have Made a Preliminary Showing of a Reasonable Probability of
6 Ultimate Success on the Merits.**

7 A trial court's determination whether to grant or deny an application for a preliminary
8 injunction involves a different analysis than whether to grant a permanent injunction at the
9 conclusion of the case. Rinaldo v. RLR Inv., LLC, 387 N.J. Super. 387, 397 (App. Div. 2006).
10 The court must determine whether the applicant has made "a preliminary showing of a
11 reasonable probability of ultimate success on the merits." Id. (citing Crowe v. De Gioia, 90 N.J.
12 at 133). This involves predicting the probable outcome of the case based upon documentary
13 proofs that cannot be disputed. Id. If there is a dispute as to whether the harm the applicant
14 alleges can be adequately addressed by monetary damages, the court must determine not only the
15 likelihood that the applicant will establish the other party's liability but also the need for
16 injunctive relief to redress the harm. Id.
17

18
19 The authority to remove a Trustee from the Board begins in N.J.S.A. § 15A:6-6(a):

20 *If the certificate of incorporation or the bylaws or any other applicable law*
21 *provides for the election of trustees by the members, one or more or all the*
22 *trustees may be removed for cause by the affirmative vote of the majority of the*
23 *votes cast by the members entitled to vote for the election of trustees. The*
24 *certificate of incorporation or bylaws may provide that the board may remove*
25 *trustees for cause and to suspend trustees pending a final determination that*
26 *cause exists for removal.*

27 The Association's Bylaws provide for the election of Trustees by the Members of the
28 Association, thus Trustees can only be removed by "...the majority of the votes cast by the
members entitled to vote for the election of trustees." Furthermore, the Association's Bylaws do
not "...provide that the board may remove trustees for cause and to suspend trustees...",

1 therefore the Board is also not authorized to suspend or remove a Trustee. The Association's
2 Bylaws address the removal of Trustees in § 5.05, "Removal of Trustees":

3 *Trustees may be removed with or without cause, by the affirmative vote of two-*
4 *thirds of the Members at any annual or special meeting of Members duly called*
5 *for such purpose.*

6 The threshold for removal is further refined to require a "...two-thirds majority of the
7 Members at any annual or special meeting of the Members..." The evidence plainly shows that
8 the Board has not followed this requirement, and instead has removed a Trustee with a four-vote
9 majority of the Board. Defendants cite Bylaw § 4.12, "Suspension of Rights", as justification for
10 their suspension of Plaintiff Marchitto:

11 *The membership and voting rights of any Member and/or tenant may be*
12 *suspended by the Board for any period during which any assessment against the*
13 *Unit to which his membership is appurtenant remains unpaid; but upon payment*
14 *of such assessments, and any interest accrued thereon, whether by check or cash,*
15 *his rights and privileges shall be immediately and automatically restored.*
16 *Further, if Rules and Regulations governing the use of the Common Elements and*
17 *the conduct of persons thereon have been adopted and published, and authorized*
18 *in the By Laws, the rights and privileges of any person in violation thereof may be*
19 *suspended at the discretion of the Board for a period not to exceed thirty (30)*
20 *days for any single non-continuous violation. If the violation is of a continuing*
21 *nature, such rights and privileges may be suspended indefinitely until such time*
22 *as the violation is abated. No such action shall be taken by the Board until the*
23 *Unit Owner and/or tenant is afforded an opportunity for a hearing which is*
24 *consistent with the principles of due process of law.*

25 The provision clearly states that that "The membership and voting rights of any Member
26 may be suspended by the Board for any period during which any assessment...remains unpaid."
27 Plaintiff Marchitto's unit is current in its monthly maintenance fee assessments, so this authority
28 for "suspension" evaporates. The provision then states that "...if Rules and Regulations
governing the use of the Common Elements and the conduct of persons thereon have been
adopted...the rights and privileges of any person in violation thereof may be suspended at the
discretion of the Board..." However, nothing in the current Rules and Regulations addresses

1 interactions with Management staff or prescribes any penalties related to those interactions. The
2 Association's "Rules of Conduct and Confidentiality for All Attendees at Meetings", with which
3 Plaintiff Marchitto has been substantially compliant since his election to the Board, pertains
4 specifically to meetings, as does the December 15, 2025 agreement signed between Defendants
5 and Plaintiff Marchitto. The interaction between Plaintiff Marchitto and Management that
6 triggered Plaintiff Marchitto's removal from the Board was outside the context of any meeting.
7 Regardless, § 4.12 concludes with "No such action shall be taken by the Board until the Unit
8 Owner and/or tenant is afforded an opportunity for a hearing which is consistent with the
9 principles of due process of law", yet the Board has taken action prior to any such hearing taking
10 place. Further authority for the removal of Trustees can be found in N.J.A.C. § 5:26-8.11(b):
11

12
13 *A board member shall be removed only in accordance with the bylaws or by the
14 board for good cause directly impacting the member's ability to serve.*

15 *1. The board shall not remove an elected member for disagreeing with
16 the majority or for violating any confidentiality agreement without
17 affording the elected member Alternative Dispute Resolution (ADR) in
18 which the ADR provider concludes from substantial credible evidence
19 that there was a breach that adversely affected the interests of the
20 association members as opposed to that of the executive board.*

21 The Board is specifically prohibited from removing trustees for disagreeing with the
22 majority of the Board. The Board may be allowed to remove a Trustee for violating a
23 confidentiality agreement, however Plaintiff Marchitto is not accused of violating any
24 confidentiality agreements. The Board may also be allowed to remove a Trustee "...for good
25 cause directly impacting the member's ability to serve", however Plaintiff Marchitto's unit is
26 current in its monthly maintenance fee payments, he has not missed any Board meetings since
27 his election, and he does not suffer from any impairments that would impact his ability to serve.
28

1 The Board has no authority to trespass individual unit owners from the common element
2 or portions of the common element. The community Clubhouse is a part of the common element
3 as described in the Master Deed § 3.02, "General Common Elements" (EXHIBIT Q):

4 *A separate fee simple estate in the remaining portion of the lands and premises*
5 *hereinabove described with all improvements constructed and to be constructed*
6 *thereon, including all appurtenances thereto, which said remaining portions shall*
7 *be hereinafter known and referred to as "common elements."*

8 Furthermore, the common elements are undividable and attached to the individual units
9 as described in the Master Deed § 3.03, "Undivided Interest":

10 *For the purposes of this instrument, the ownership of each dwelling unit shall*
11 *conclusively be deemed to include the respective undivided interest as specified*
12 *and established hereinafter, in the common elements and each unit together with*
13 *its appurtenant undivided interest in the common elements as defined and*
14 *hereinafter referred to as "unit" or "dwelling unit."*

15 Since each condominium unit owner holds a real property interest in the common
16 elements, the right to use those common elements is inseparable from ownership of the unit. See
17 Thanasoulis v. Winston Towers 200 Ass'n, 110 N.J. 650, 659 (1988). Defendants have no
18 authority to separate a unit owner from the common element. Defendants can regulate the use of
19 common element, but they cannot arbitrarily deprive an owner of their property rights. Nothing
20 in the Association's Rules and Regulations (EXHIBIT P) impose any regulation on the use of the
21 Clubhouse.

22 Plaintiffs believe that there is a high probability the Court would find that Defendants
23 have violated the above-mentioned laws and Bylaws, and thus would prevail on the merits of
24 their claims against Defendants.

25 **D. Any Hardship to Defendants in Granting Injunctive Relief By and Through Specific**
26 **Performance Would be De Minimis and the Hardship Suffered By Plaintiffs in**
27 **Denying the Requested Relief Would be Substantial.**

1 Plaintiffs recognize that in determining whether to grant a preliminary injunction, the
2 extent to which they will suffer hardship must be considered. Crowe, 90 N.J. at 132-34. Here,
3 entry of the Order to Show Cause with injunctive relief by and through specific performance is
4 unlikely to impose any burden upon Defendants. The Order proposed by Plaintiffs will return
5 Plaintiff Marchitto to his position on the Board he previously held, and remove all trespass and
6 other restraints on his movement. This would require minimal administrative effort on the part
7 of the Association and its Management, and not pose any undue hardship on Defendants.
8

9 Moreover, any injury that Defendants may suffer, to the extent that there would be any in
10 the first instance, as a result of the issuance of the Order to Show Cause, is outweighed by the
11 irreparable harm Plaintiffs and all others similarly situated will suffer if the relief is not granted.
12

13 Accordingly, Plaintiffs respectfully request that the relief requested be granted in its
14 entirety.
15

16 **III. THE FIDUCIARY RESPONSIBILITIES OF TRUSTEES OF THE**
17 **CORPORATION REQUIRES THAT ALL TRUSTEES HAVE FULL ACCESS TO**
18 **RECORDS, DOCUMENTS, AND SYSTEMS OF THE CORPORATION.**

19 It is a fundamental principle of corporate governance that each trustee, individually,
20 possesses an absolute right to inspect corporate books and records. This right arises not from
21 statute alone, but from the core fiduciary obligations imposed upon trustees and the necessity
22 that those obligations be informed and meaningful.
23

24 **A. Trustees Owe Non-Delegable Fiduciary Duties Requiring Full Access to Information**

25 Trustees owe duties of care, loyalty, and good faith to the corporation and its
26 shareholders. The duty of care, in particular, requires trustees to act on an informed basis. A
27 trustee cannot discharge this duty without access to the information necessary to understand
28 corporate affairs.

1 Courts consistently recognize that restricting a trustee's access to information undermines
2 the very foundation of corporate governance. A trustee who is denied access is effectively
3 prevented from participating in board decisions in a meaningful way, thereby frustrating the
4 purpose of the board itself.

5
6 In Francis v. United Jersey Bank, 87 N.J. 15, 432 A.2d 814, (1981), the Court found a
7 trustee can be personally liable, even to third parties, if they neglect to provide the ordinary care
8 of staying current with corporate affairs as one would normally do in that position, and that
9 neglect is the proximate cause of the damages.

10 **B. The Right of Inspection Is Broad, Personal, and Unconditional Absent Improper**
11 **Purpose**

12 Unlike shareholders, whose inspection rights may be conditioned upon a "proper
13 purpose", trustees are presumptively entitled to inspect all corporate records. This distinction is
14 critical. The prevailing rule is that a trustee's right to inspect extends to all books, records, and
15 documents, including financials, communications, and legal materials, is individual, not
16 dependent on board approval, and may only be limited upon a clear showing of improper
17 purpose, such as use of information to harm the corporation. Absent such a showing, denial of
18 access is improper as a matter of law.

19
20 In Drake v. Newton Amusement Corp., 123 N.J.L. 560 (1939), the Court found:

21
22 *The directors of a private corporation bear a fiduciary relation to the*
23 *corporate body and its stockholders as well; and it is essential to the*
24 *discharge of this function that the individual directors have access to the*
25 *corporation's books of account and other records. It would seem to be*
26 *axiomatic that the individual director cannot make his full contribution*
27 *to the management of the corporate business unless given access to the*
28 *corporation's books and records. The information therein contained is*
ordinarily requisite to the exercise of the judgment required of directors
in the performance of their fiduciary duty — so much so that the
director's right of inspection has been termed absolute. It is grounded in
the common law, and has not been qualified by statute. Rosenfeld v.
Einstein, 46 N.J.L. 479; Lawton v. Bedell (N.J. Court of Chancery), 71

1 *Atl. Rep. 490; Machen v. Machen M. Electrical Manufacturing Co., 237*
2 *Pa. 212; 85 Atl. Rep. 100; 42 L.R.A. (N.S.) 1079. See, also, 22 A.L.R.*
3 *59; 80 A.L.R. 1510.*

4 **C. Board Majorities May Not Use Information Control to Silence Minority Trustees**

5 Allowing a majority faction of the board to withhold information from other trustees
6 creates a dangerous governance structure in which fiduciary duties become impossible to fulfill,
7 minority trustees are reduced to figureheads, and corporate decision-making becomes opaque
8 and unaccountable.

9 Courts have rejected attempts by boards to centralize control of information in
10 committees, management, or certain trustees when doing so excludes other duly elected trustees.
11 A Trustee's rights cannot be nullified by internal board procedures or majority vote.

12 **D. Denial of Access Constitutes a Breach of Fiduciary Duty and Undermines Corporate**
13 **Governance**

14 When a corporation or its officers deny a trustee access to records, they interfere with the
15 trustee's ability to fulfill fiduciary obligations, potentially expose the corporation to liability for
16 uninformed decision-making, and breach their own duties by obstructing governance processes.
17 Such conduct is particularly egregious where it is used strategically to exclude dissenting
18 directors or to conceal potential wrongdoing.

19 **E. Any Claimed Justifications for Withholding Records Are Legally Insufficient**

20 Common defenses, such as confidentiality concerns, pending litigation, or claims of
21 privilege, do not justify blanket denial of access. Courts routinely hold that trustees are entitled
22 to privileged information because they are fiduciaries of the corporation. Confidentiality
23 concerns can be addressed through safeguards, not denial. Litigation posture does not extinguish
24 a director's oversight role. Only in narrow and exceptional circumstances, such as clear
25 a director's oversight role. Only in narrow and exceptional circumstances, such as clear
26 a director's oversight role. Only in narrow and exceptional circumstances, such as clear
27 a director's oversight role. Only in narrow and exceptional circumstances, such as clear
28 a director's oversight role. Only in narrow and exceptional circumstances, such as clear

1 adversity between the director and the corporation, may access be restricted, and even then, such
2 restrictions are carefully scrutinized.

3
4 **III. TRUSTEES WHO VIOLATE THE LAW OR THE ASSOCIATION'S BYLAWS**
5 **ARE NOT ENTITLED TO INDEMNIFICATION.**

6 Indemnification is not an absolute right. Under New Jersey law, it is expressly
7 conditioned on good faith, lawful conduct, and adherence to governing authority. Where trustees
8 act ultra-vires, in bad faith, or in knowing violation of the Association's bylaws, indemnification
9 is unavailable as a matter of law.

10
11 **A. Indemnification Requires Good Faith and Lawful Conduct Under New Jersey**
12 **Statutes**

13 The New Jersey statutory framework governing indemnification, set forth in the New
14 Jersey Nonprofit Corporation Act N.J.S.A. § 15A:3-4 et seq., limits indemnification to trustees
15 who act in good faith, and act in a manner they reasonably believe to be in or not opposed to the
16 best interests of the corporation. This statutory standard is not satisfied where trustees
17 knowingly violate state statute or the Association's Bylaws, the very documents that define the
18 "best interests" and the governance structure of the corporation. Trustees cannot reasonably
19 claim to be acting in the Association's best interests while disregarding its controlling rules.

20
21 **B. The Business Judgment Rule Does Not Protect Ultra-Vires or Bad-Faith Conduct**

22 New Jersey courts consistently hold that the business judgment rule does not shield
23 unauthorized or bad-faith actions. In Thanasoulis v. Winston Towers 200 Assn., *ibid.*, the Court
24 made clear that judicial deference applies only to decisions made within the scope of authority
25 and in good faith. Where trustees violate the Bylaws, their conduct is unauthorized and in such
26 circumstances, the business judgment rule does not apply at all. Because indemnification
27

1 protections are grounded in the same principles of good faith and lawful authority, trustees who
2 lose the protection of the business judgment rule likewise lose any claim to indemnification.

3 **C. Violation of Bylaws Constitutes a Breach of Fiduciary Duty, Which Bars**
4 **Indemnification**

5 Trustees owe the Association fiduciary duties of loyalty, care, and obedience to the
6 governing documents. New Jersey courts have long recognized that association boards must act
7 in accordance with their bylaws and master deed. A deliberate or reckless violation of bylaws
8 constitutes a breach of the duty of loyalty (if self-serving), and/or a breach of the duty of care
9 and obedience. Indemnification is categorically inappropriate where fiduciary duties are
10 breached. To hold otherwise would reward misconduct, shift the financial burden of wrongdoing
11 onto innocent unit owners, and undermine the integrity of corporate governance. New Jersey
12 law does not permit indemnification to be used as a shield for fiduciary misconduct. The
13 Association's Bylaws § 8.0, "Indemnification of Officers and Directors", states:
14

15 *The Association shall indemnify every Trustee and Officer, his heirs,*
16 *executors and administrators, against all loss, costs and expenses,*
17 *including counsel fees, reasonably incurred by him in connection with any*
18 *action, suit or proceeding to which he may be made a party by reason of*
19 *his being or having been a Trustee or officer of the Association, except as*
20 *to matters as to which he shall be finally adjudged in such action, suit or*
proceeding to be liable for gross negligence or willful misconduct...

21 Trustee indemnification is lost when the Trustee is found liable for gross negligence or
22 willful misconduct. The Board was advised by Plaintiff Wine, directly at the March 4, 2026
23 Special Meeting, that "...the Board does not have the statutory authority to vote to remove
24 individual trustees from the Board. That authority rests solely with the owners of the
25 Association..." (EXHIBIT T). Plaintiff Marchitto's counsel, in his letter of March 3, 2026
26 (EXHIBIT R), also advised the Board that "...the Board does not have the authority to remove a
27 Board Member. That authority is only granted to the Unit Owners, who elected Mr. Marchitto."
28

1 In spite of both of these warnings, one of which was from a licensed attorney, the Board decided
2 to proceed anyway with its illegal removal of Plaintiff Marchitto from the Board of Trustees.
3 Their conduct was willful and intentional, in the face of multiple warnings that what they were
4 doing was wrong. Counsel was present at the Special Meeting and made no effort to advise the
5 Board of the law, or justify the Board's actions, and in fact themselves willfully and intentionally
6 violated the law two days prior in their March 2, 2026 Removal Letter (EXHIBIT O) where they
7 unilaterally suspended Plaintiff Marchitto from the Board without any action of the Board as a
8 whole. With Bylaw indemnification lost, we turn to N.J.S.A. § 15A:3-4(f):

9
10 *Expenses incurred by a corporate agent in connection with the proceeding may be*
11 *paid by the corporation in advance of the final disposition of the proceeding as*
12 *authorized by the board of trustees upon receipt of an undertaking by or on behalf*
13 *of the corporate agent to repay the amount unless it shall ultimately be*
determined that the agent is entitled to be indemnified as provided in this section.

14 This language requires the Trustee (corporate agent) who is responsible for the expense of
15 defending the Association from the Trustee's willful act, to repay the amount of the expense,
16 unless by some other clause of 15A:3-4 the Trustee is still indemnified. Next is N.J.S.A. §
17 15A:3-4(b), which states:

18
19 *Any corporation may indemnify a corporate agent against the agent's expenses*
20 *and liabilities in connection with any proceeding involving the corporate agent*
21 *because the agent is or was a corporate agent, other than a proceeding by or in*
22 *the right of the corporation, if: (1) the corporate agent acted in good faith and in*
a manner which the agent reasonably believed to be in or not opposed to the best
interests of the corporation...

23 Knowingly violating the Bylaws is not acting in good faith, which defeats the
24 indemnification of this clause, leaving only N.J.S.A. § 15A:3-4(d) as the last possible refuge for
25 an offending Trustee:

26
27 *Any corporation shall indemnify a corporate agent against expenses to the extent*
28 *that the corporate agent has been successful on the merits or otherwise in any*
proceeding referred to in subsections b. and c. of this section or in defense of any
claim, issue or matter therein

1 In this last clause, indemnification would hinge on the final outcome of the proceeding
2 against the Trustee, and would only be available if the Trustee was "...successful on the merits
3 or otherwise...or in defense of any claim, issue or matter therein"
4

5 CONCLUSION

6
7 As the evidence clearly demonstrates, the Board has violated multiple provisions of law
8 in its removal of Trustee/Plaintiff Marchitto from the Board of Trustees and otherwise violated
9 the rights of Plaintiffs to serve as fiduciaries of the Association. The removal of Plaintiff
10 Marchitto from the Board is not an isolated incident. The Trustee Defendants are the same ones
11 who participated in multiple violations of governing documents and law in 2025, resulting in a
12 consent order requiring that the 2025 election be re-done. Unfortunately, they have not taken
13 any lesson from that experience, and instead continue down the path of utilizing their majority
14 control of the board and the Association's considerable resources to suppress, undermine, and in
15 this case, outright delete one of the minority Trustees. This is accomplished with the cooperation
16 and support of the Association's Counsel, who have a self-interest in maximizing legal conflict,
17 whose advice and actions are protected from scrutiny by the minority Trustees who sit outside
18 the litigation control committee fence, and whose funding flows freely from the Association's
19 large \$2.4M yearly budget. Even more insidious and vexing is the reality that the Plaintiffs in
20 these matters must not only fund their own litigation, but must also fund the Association in
21 defending itself against Plaintiffs litigation, while the offending parties enjoy free legal service to
22 promote their agenda to remain in control of the board. This arrangement is likely to continue
23 indefinitely when rogue boards are allowed to control elections, control access to information,
24 and in this case to unilaterally control the very composition of the board.
25
26
27
28

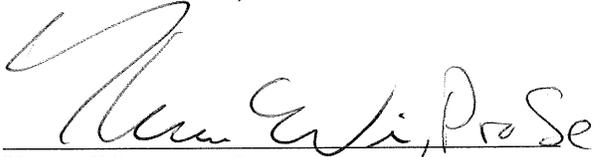
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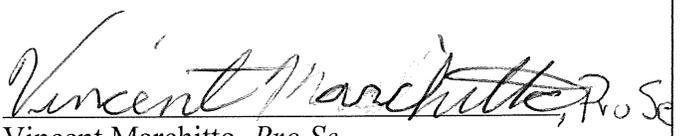
Based upon the Verified Complaint and exhibits thereto, together with the law and analysis contained herein, it is respectfully submitted that the Court should grant Plaintiff's application to immediately restore Plaintiff Marchitto to the Board of Trustees with full rights as a Trustee, and provide the other relief as described.

Oral argument is respectfully requested, if opposed.

Respectfully submitted,

Kevin Wine, Plaintiff
Vincent Marchitto, Plaintiff

By: 
Kevin Wine, *Pro Se*

By: 
Vincent Marchitto, *Pro Se*

Date: March 19, 2026

EXHIBIT

A



**Middlesex County
Document Summary Sheet**

MIDDLESEX COUNTY CLERK NJ
PO BOX 1110
NEW BRUNSWICK NJ 08903

INSTR # 2025045862
O BK 19789 PG 732
RECORDED 08/04/2025 02:04:32 PM
NANCY J. PINKIN, COUNTY CLERK
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES \$85.00

Official Use Only

Transaction Identification Number		7782685	9564672
Submission Date(mm/dd/yyyy)	08/01/2025	Return Address (for recorded documents)	
No. of Pages (excluding Summary Sheet)	5	LEGAL OPTION TITLE AGENCY INC	
Recording Fee (excluding transfer tax)	\$85.00	300 MAPLE AVE #202	
Realty Transfer Tax	\$0.00	SOUTH PLAINFIELD, NJ 07080	
Total Amount	\$85.00		
Document Type	DEED - NO CONSIDERATION		
Municipal Codes	PISCATAWAY PTY		
Batch Type	L2 - LEVEL 2 (WITH IMAGES)		
869056			

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Middlesex County
Document Summary Sheet**

DEED - NO CONSIDERATION	Type		DEED - NO CONSIDERATION			
	Consideration		\$10.00			
	Submitted By		LEGAL OPTION TITLE AGENCY INC (CSC/INGEO SYSTEMS INC)			
	Document Date		07/28/2025			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		RALPH A MARCHITTO				
	GRANTEE	Name			Address	
		RALPH A MARCHITTO				
		VINCENT MARCHITTO				
	Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	
	PT	10002	2		PTY	

*** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

Deed

This Deed is made on **July 28, 2025**

Between

RALPH A. MARCHITTO, unmarried

whose post office address is 477 Harwick Court
Piscataway, NJ 08854

referred to as the Grantor,

and

RALPH A. MARCHITTO, Unmarried, AND VINCENT MARCHITTO, Unmarried, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP OF EQUAL SHARES AND NOT AS TENANTS IN COMMON, THEIR HEIRS, AND ASSIGNS.

whose post office address is 477 Harwick Court
Piscataway, NJ 08854

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

- 1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This Transfer is made for the sum of **LESS THAN TEN AND 00/100 Dollars (Less Than \$10.00)**. The Grantor acknowledges receipt of this money.
- 2. Tax Map Reference.** (N.J.S.A. 46:15:1.1) Municipality of Township of Piscataway
Block No. 10002 Lot No. 2 Qualifier No. C2477 Account No.

No property tax identification number is available on the date of this Deed.
(Check box if applicable)

- 3. Property.** The Property consists of the land and all the buildings and structures on the land in the **TOWNSHIP of PISCATAWAY**, County of **MIDDLESEX** and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof.

The street address is **477 HARWICK CRT., PISCATAWAY, NJ 08854**

(For Recorder's Use Only)

Prepared by: (print signer's name below signature)

Ralph A. Marchitto

GIT/REP-3
(8-24)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s)
RALPH A. MARCHITTO, Unmarried

Current Street Address
477 HARWICK COURT

City, Town, Post Office State ZIP Code
PISCATAWAY NJ 08854

Property Information

Block(s) Lot(s) Qualifier
10002 2 c2477

Street Address
477 HARWICK COURT

City, Town, Post Office State ZIP Code
PISCATAWAY NJ 08854

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100	LESS THAN \$10.00	\$10.00	7/28/2025

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
- 7a. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE CODE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain. See instructions.
- 7b. Seller only received like-kind property.
8. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

7/28/25		
Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact
Date	Signature (Seller)	Indicate if Power of Attorney or Attorney in Fact

LEGAL DESCRIPTION

The property is located in the Township of Piscataway, County of Middlesex and State of New Jersey and is legally described as:

Unit No. D, in Building No. 44, in Society Hill at Piscataway Condominium together with an undivided 1835 percentage interest in the common elements appurtenant thereto as amended from time to time, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of Society Hill at Piscataway Condominium, Master Deed dated October 11, 1985 and recorded on October 15, 1985, in the Office of the Clerk of Middlesex County in Deed Book 3468, Page 774, et. Seq.

Being also known as Lot No. 2477, in Block No. 744.3 on the tax map of the Township of Piscataway.

ALSO known NOW as Lot No. 2, in Block No. 10002, Qual C2477 on the tax map of the Township of Piscataway.

BEING THE SAME PREMISES CONVEYED TO GRANTOR HEREIN, BY DEED FROM MARY T. MCCORMICK, UNMARRIED, DATED 1/22/1998 AND RECORDED ON 1/30/1998 IN DEED BOOK 4476, PAGE 225, CONTROL #: 199801305221 IN THE MIDDLESEX COUNTY CLERK'S OFFICE.

The street address is 477 HARWICK CRT., PISCATAWAY, NJ 08854

- 4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
- 5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed by:



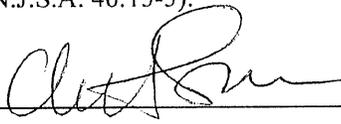
 {SEAL}
RAPH A. MARCHITTO

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

I CERTIFY that on 28th day of July 2025, Ralph Marchitto, personally came before and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for **LESS THAN \$10.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

CHARLENE SALES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 1, 2029



Charlene Sales
(Print name and title below signature)

RECORD AND RETURN TO:
Ralph A. Marchitto and Vincent Marchitto
477 Harwick Court
Piscataway, NJ 08854

RTF-1 (Rev. 7/14/10) MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

COUNTY MIDDLESEX } SS. County Municipal Code 1217

MUNICIPALITY OF PROPERTY LOCATION PISCATAWAY

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, RALPH A. MARCHITTO, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated JULY 28, 2025 transferring real property identified as Block number 10002 Lot number 2, QUAL C2477 located at 477 HARWICK CT., PISCATAWAY, NJ 08854 and annexed thereto.

(2) CONSIDERATION \$ 10.00 (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side) Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. The full Consideration is less than \$100.00.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) [X] 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [] legally blind or; *
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed *
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[] Owned and occupied by grantor(s) at time of sale. [] Resident of State of New Jersey.
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
[] Affordable according to H.U.D. standards. [] Reserved for occupancy.
[] Meets income requirements of region. [] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
[] Entirely new improvement. [] Not previously occupied.
[] Not previously used for any purpose. [] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
[] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 28th day of July, 2025

Signature of Deponent RALPH A. MARCHITTO
Grantor Name
477 HARWICK CT.
PISCATAWAY, NJ 08854
477 HARWICK CT.
PISCATAWAY, NJ 08854

Deponent Address Grantor Address at Time of Sale
XXX-XXX-559 Legal Option Title Agency, Inc.
Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

CHARLENE SALES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 1, 2029

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

EXHIBIT

B



Society Hill at Piscataway
477 Harwick Ct

RM

My Account

[My Profile](#)

[My Communication Preferences](#)

[My Balance](#)

[My Statements](#)

|

Account Number

SHHARW-
0477-01

Balance Due

\$0.00

[Make Payment](#)

The payment site will open in a new window. Please be sure your pop-up blocker is disabled.

Transactions

Date	Description	Type	Code	Amount	Balance
03/02/2026	Lckbx Pmt 00004638	Payment	-	-\$338.50	\$0.00
03/01/2026	ASSOC.FEES - MONTHL	Charge	A1	\$338.50	\$338.50
02/05/2026	Lckbx Pmt 00004624	Payment	-	-\$338.50	\$0.00
02/01/2026	ASSOC.FEES - MONTHL	Charge	A1	\$338.50	\$338.50
01/01/2026	ASSOC.FEES - MONTHL	Charge	A1	\$338.50	\$0.00
12/30/2025	Lckbx Pmt 00004615	Payment	-	-\$338.50	-\$338.50
12/03/2025	Lckbx Pmt 00004606	Payment	-	-\$332.00	\$0.00
12/01/2025	ASSOC.FEES - MONTHL	Charge	A1	\$332.00	\$332.00
11/01/2025	ASSOC.FEES - MONTHL	Charge	A1	\$332.00	\$0.00
10/31/2025	Lckbx Pmt 00004594	Payment	-	-\$332.00	-\$332.00
10/01/2025	Lckbx Pmt 00004585	Payment	-	-\$332.00	\$0.00

Give Feedback

EXHIBIT

C

BY LAWS OF SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION

1.00 Applicability, Member, Membership and Definitions

1.01 Purpose. These By Laws shall be applicable to Society Hill at Piscataway Condominium Association, Inc., a nonprofit corporation of the State of New Jersey, hereinafter referred to as the "Association," to all of the members thereof, as hereinafter defined, to the community and recreational facilities owned or maintained by the Association and to Society Hill at Piscataway condominium which is now, or may hereinafter be created or expanded, hereinafter referred to as the "Condominium."

1.02 Members. All present and future owners, tenants, future tenants, their guests, licensees, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or of the Condominium, shall be subject to these By Laws and to the Rules and Regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the units in the Condominium shall be conclusively deemed to mean that the said owner, tenant or occupant has accepted and ratified these By Laws and the Rules and Regulations of the Association and will comply with them.

1.03 Definition of Terms. Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By Laws, all definitions set forth in the Master Deed or N.J.S.A. 46:8B-3 are incorporated herein by reference.

(a) "Member" means the owner or co-owners of a dwelling unit in the Condominium, their heirs, executors and assigns;

(b) "Sponsor" means K. Hovnanian at Piscataway, Inc., its successors and assigns.

1.04 Rights of Members. Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of dwelling units in the Condominium, provided that whenever title to a unit is vested in two or more persons, such co-owners shall be entitled jointly to one vote for their particular unit.

In the event that a Member shall lease or permit another to occupy his Condominium unit, the tenant or occupant shall be permitted to enjoy the recreational and community facilities of the Association, but shall not vote in the affairs of the Association unless the Member shall permit the tenant or occupant to exercise the proxy vote of the Member. The use of community and recreational facilities of the Association shall be limited to occupants of dwelling units and their guests.

In the event that a Member shall mortgage his unit, the lien of the mortgage shall be deemed to attach to the Member's rights, privileges and obligations of the Association, including the right to vote in the affairs of the Association so that if the Member shall be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the Member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its heirs, executors and assigns.

Every lawful transfer of title to a Member's unit shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate. Each Member, within 7 days after execution of a contract to sell the condominium unit, shall send written notice to the Association specifying the purchaser's name, address, and anticipated closing date.

Except as provided herein, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

Exhibit F¹

BOOK 3468 PAGE 862

1.05 Evidence of membership and ownership in the Association may be evidenced by a membership card issued to each Member of the Association.

2.00 Principal Office. The principal office of the Association shall be located initially at 10 Highway 35, Red Bank, New Jersey 07701 but thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

3.00 Meetings of Members: Voting

3.01 Place of Meetings. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Trustees and designated in the notices of such meetings.

3.02 Annual Meeting. The first annual meeting shall be held not more than 60 days after 75% of all units ultimately to be constructed have been conveyed to individual unit owners, and succeeding annual meetings shall be held on the anniversary date of the first annual meeting. If the election of Trustees shall not be held on the date designated herein for any annual meeting or at any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the unit owners may elect the Trustees and transact other business with the same force and effect as at an annual meeting duly called and held. Each proxy validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned meeting or special meeting unless it is revoked or superseded by a later valid proxy. New proxies may be received for any such subsequent meeting.

3.03 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member of the Association, directed to his last known post office address as shown on the records of the Association, by regular mail, postage prepaid. Such notice shall be mailed not less than 10 days nor more than 20 days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notices as herein provided, such notice may be delivered by hand to the Members or left at their residence in their absence.

3.04 Special Meetings. The President may call a special meeting of the Members of the Association and it shall be the duty of the President to call a special meeting of the Members of the Association whenever he is directed to do so by resolution of a majority of the Trustees or upon presentation to the Secretary of a petition signed by 33 1/3 percent of the Members entitled to vote at such meeting.

3.05 Notice of Special Meetings. The Secretary shall mail notice of such special meeting to each Member of the Association in the manner provided in Section 3.03 of this Article, except that notices of such special meetings shall be mailed not less than 5, nor more than 10 days before the date fixed for such meetings. In lieu of mail notice as herein provided, such notice may be delivered by hand to the Members or left at their residence in their absence. No other business shall be transacted at any special meeting except that which is stated in the notice thereof unless by consent of two thirds of the Members present, either in person or by proxy.

3.06 List of Members. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the Members and their last known post office addresses. Such list shall also show opposite each Member's name the number of dwelling units owned by him and the parking space(s) assigned to said unit(s). This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolution of the Trustees.

3.07 Voting. Each Condominium unit shall have one vote in the Association. If a Member owns more than one unit, he shall be entitled to one vote for each unit owned. The vote of a Condominium unit shall not be divisible.

3.08 Good Standing. A Member shall be deemed to be in "good standing" and "entitled to vote" at any annual or special meeting of the Association if, and only if, he has fully paid all assessments or fines made or levied against him and his unit by the Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his unit, at least three calendar days prior to the date fixed for such annual or special meeting.

3.09 Quorum. Except as otherwise provided in the By Laws, the presence in person or by proxy of Members representing a majority of the total number of votes in the Association shall constitute a quorum at any annual or special meeting of Members. If any meeting of Members cannot be organized because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 18 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the Members.

3.10 Proxies. Votes may be cast either in person or by proxy. Proxies must be in writing and filed with the Secretary at least two calendar days before the time designated for each meeting in the notice thereof.

3.11 Capital Expenditures. All decisions of the Members involving capital expenditures shall require for passage the affirmative vote of at least 75 percent of the Members in good standing and entitled to vote and who vote in person or by proxy. All other decisions shall require for passage the affirmative vote of at least a majority of the Members in good standing and entitled to vote and who vote in person or by proxy. The Trustees shall be governed in the making of capital expenditures by decisions made by the Members as provided in this section. As long as the Sponsor maintains a majority of the Board of Trustees, Sponsor shall make no additions, alterations, improvements or purchases which necessitate a special assessment or a substantial increase in the monthly assessment unless so required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency.

3.12 Order of Business. The order or business at all annual meetings of the Members of the Association shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting or waiver;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment of inspectors of election;
- (g) Election of Trustees;
- (h) Unfinished business;
- (i) New business;
- (j) Election of Officers.

4.00 Obligations of Members

4.01 Unit Maintenance. Each Member shall perform promptly and at his own risk, cost and expense all maintenance and repair work with respect to the portion of each unit owned by that Member which does not comprise a part of the common elements and those common elements which are designated as limited common elements other than any assigned parking space and which, if omitted, would adversely affect or jeopardize the safety of the Condominium or any part or parts thereof belonging in whole or in part to other Members and each Member shall be liable for any damages, liabilities, costs or expenses, including attorney's fees, caused by or arising out of

his failure to promptly perform any such maintenance and repair work. Additionally, each Member shall be responsible for snow removal on the sidewalk leading from his unit to the parking facilities.

4.02 Negligence. Each Member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of the Member's tenants, Associations's statement therefor.

4.03 Common Expense. Each Member is bound to contribute, as set forth in Section 13.00 herein, toward the expenses of administration and of maintenance and repair of the common elements of the Condominium which is administered by this Association; to the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be fixed by the Trustees; and to any other expenses that may be lawfully agreed upon. No Member may exempt himself from contributing toward such expenses by waiver of the use of enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by the Member.

4.04 Time of Payment. Payment by the Members of his share of the aforesaid expenses shall be made in the amount from time to time fixed by the Trustees, to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Trustees.

4.05 Lien. All such charges and expenses chargeable to a Member and the Members dwelling unit shall constitute a lien against the said unit in favor of the Association for the use and benefit of the Members of the Association prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under mortgage instruments of encumbrance, if any, duly recorded. The said lien may be recorded in accordance with the provisions of N.J.S.A. 46:8B-21 and be foreclosed in the manner provided for the foreclosure and sale of real estate mortgages and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law for the collection of the charges and expenses including the right to proceed personally against any delinquent Member for the recovery of a personal judgment against the Member for the amount due, court costs and reasonable attorney's fees.

4.06 Acceleration. In the event a Member shall fail to pay any assessment levied against him and the Condominium unit owned by him for the maintenance of the common elements of the Condominium for the expenses of administering, maintaining and operating the community and recreational facilities of the Association, any fine levied against him, or any other expense lawfully agreed upon, then the total amount of any annual assessments chargeable to such unit owner remaining unpaid, regardless of whether the installments for the balance of the year are not yet due, shall immediately be declared due and payable in full, and within ten (10) days after the same shall become due and payable, the Association shall be entitled to record and/or foreclose the lien referred to in the preceding Section.

4.07 Priority of Assessment. Upon the sale, conveyance or other lawful transfer of title to a unit, all unpaid assessments against a Member for his pro-rata share of the expenses of administration, maintenance and repair of the common elements and the community and recreational facilities of the Association and all fines levied against a Member and other expenses agreed upon, shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

(a) Assessments, liens and charges for taxes past due and unpaid on the dwelling unit; and,

(b) Payments due under mortgage instruments of encumbrance, if any, duly recorded.

4.08 Liability of Acquirer of Unit. The acquirer of a Condominium unit shall be jointly and severally liable with the seller for the amounts due and owing by the latter to the Association up to the time of the conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by the acquirer as such joint debtor. The Association shall provide for the issuance, and issue to every acquirer, upon his request, a statement of such amounts due by the seller and the acquirer's liability under this Section shall be limited to the amount as set forth in said statement.

4.09 Use of Units. All units shall be utilized for residential purposes only. A Member shall not make structural modifications without the written consent of the Trustees. Unit owners shall not cause or permit anything to be hung or displayed or placed on the outside walls, doors or windows of any building without the written consent of the Board of Trustees of the Condominium Association. A Member shall not store anything including but not limited to bicycles, wood, grills or garbage cans on the Limited Common or Common Elements including but not limited to porches, patios and sidewalks without the prior written consent of the Board of Trustees of the Condominium Association. No signs shall be permitted on the exterior or interior of any unit. No owner shall be permitted to install or have installed any window air conditioner, window fan, heat pump, device in any window, door or other exterior opening of a dwelling unit.

Nothing shall be done or kept in any unit or common elements which shall increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees of the Condominium Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings or contents thereof, or which would be in violation of any law. No waste will be committed in any of the common elements. No recreational vehicles (campers, house-trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without prior written approval by the Board of Trustees, or the designated representative of the Board for this purpose. When such permission is granted, the vehicles must be parked in the pre-designated area and cannot be used as living quarter. "Commercial vehicles" shall refer to pick-up trucks, vans, trucks, tractors, trailers, wagons, vans or oversized vehicles having commercial license plates or any vehicle, motorized, non-motorized, used for commercial purposes.

4.10 Access to Units. The Association shall have the irrevocable right to be exercised by the Trustees or Manager of the Association, or any duly authorized agent, to have access to each dwelling unit from time to time during reasonable hours, and upon reasonable notice except in case of emergency, as may be needed for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units.

4.11 Compliance with Rules. Each Member shall comply strictly with these By Laws and with the Administrative Rules and Regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Master Deed, and in the deed to his unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, for damages or injunctive relief, for levying a fine for violation of the Rules and Regulations, plus court costs and reasonable attorney's fees; maintainable by the Association on behalf of the Members, or in a proper case, by an aggrieved Member. The Board of Trustees, pursuant to the By-Laws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be Amendments.

4.12 Suspension of Rights. The membership and voting rights of any Member and/or tenant may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored. Further, if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been adopted and published, and authorized in the By Laws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single non-continuous violation. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until the Unit Owner and/or tenant is afforded an opportunity for a hearing which is consistent with the principles of due process of law.

4.13 Contribution to Capital. The Board may impose upon each Unit Owner, upon acquisition of title to his Unit, to be collected by Sponsor or the Association if a sale of a unit from a person other than Sponsor, a nonrefundable contribution to the capital of the Association in an amount to be determined by the Board, but not to exceed \$250.00. If imposed, payment of such fee shall be a condition precedent to membership in the Association. Any unpaid membership fee shall be deemed a lien on the Unit in the same manner as any unpaid Common Expenses attributable to such Unit.

5.00 Board of Trustees

5.01 Number and Qualifications. The affairs of the Association shall be governed by a Board of Trustees consisting of seven (7) persons, each of whom shall be either a Member of the Association or an officer, director, employee or designee of the Sponsor. So long as the Sponsor maintains a majority of the Board of Trustees it shall make no additions, alterations, improvements or purchases which would necessitate a special assessment or a substantial increase in the monthly assessment unless so required by a governmental agency, title insurance company, mortgage lender or in the event of an emergency. While the developer maintains a majority of representation on the executive board, he shall post a fidelity bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves. While the developer maintains a majority of the executive board, he shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each unit owner within 90 days of the expiration of the fiscal year of the association. The audit shall cover the operating budget and reserve accounts. Nothing contained herein to the contrary shall serve to exculpate Members of the Board of Trustees appointed by the Sponsor from their fiduciary responsibilities.

5.02 Election. The Board of Trustees of Society Hill at Piscataway Association shall be elected as follows:

(a) Sixty days after conveyance of 25 percent (25%) of the lots, parcels, units or interest, ultimately to be constructed, not less than 25 percent (25%) of the Members of the Board of Trustees shall be elected by the owners;

(b) Sixty (60) days after conveyance of 50 percent (50%) of the lots, parcels, units or interests, ultimately to be constructed, not less than 40 percent (40%) if the Members of the Board of Trustees shall be elected by the owners;

(c) Sixty days after conveyance of 75 percent (75%) of the lots, parcels, units or interests, ultimately to be constructed, the Sponsor's control of the Board of Trustees shall terminate, at which time, the owners shall elect the entire Board of Trustees;

(d) The terms of Trustees elected pursuant to this paragraph shall terminate on the first annual meeting of the Members when all Trustees are unit owners (See Section 5.03);

(e) Notwithstanding a, b, and c above, the Sponsor may retain one Member of the Board of Trustees so long as there are any units remaining unsold in the regular course of business;

(f) Sponsor may surrender control of the Board of Trustees of the Association prior to the time as specified, provided the owners agree by a majority vote to assume control. However, in no event shall the Sponsor retain control of the Board of Trustees later than December 1, 1992;

(g) The Association, when controlled by the owners, shall not take any action that would be detrimental to the sale or sales of a unit or units by the Sponsor and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control until the last unit is sold.

5.03 Term. At the first annual meeting of the Members of the Association, subsequent to all Members of the Board of Trustees being unit owners, two Trustees shall be elected to serve for a term of three (3) years, two shall be elected to serve for a term of two (2) years and the remaining three (3) Trustees shall be elected to serve for a term of one (1) year. At the expiration of the initial term of each Trustee, his successor shall be elected to serve for a term of three (3) years, provided that each Trustee shall continue to hold office until his successor is elected. Trustees shall serve without compensation.

5.04 Vacancies. If the office of any Trustee shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees, at a special meeting duly called for such purposes, shall choose a successor, who shall hold office until the next annual meeting of the Members and his re-election or the election of his successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred. When a Member of the Board of Trustees, who has been elected by unit owners is removed or resigns that vacancy shall be filled by a unit owner.

5.05 Removal of Trustees. Trustees may be removed with or without cause, by the affirmative vote of two-thirds of the Members at any annual or special meeting of Members duly called for such purpose.

5.06 First Organizational Meeting. The first or organizational meeting of each newly elected Board of Trustees shall be held immediately upon adjournment of the meeting of Members at which they were elected and at the same place where the meeting of Members was held provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable providing notice is given to each trustee as set forth in Section 7 of this Article or unless waived as provided in Section 9 of this Article.

5.07 Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place permitted by law as from time to time may be determined by the Trustees, but at least four such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each Trustee personally, by telegram or by United States Mail, with postage prepaid, directed to him at his last known post office address as the same appears on the records of the Association, at least five days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

5.08 Special Meetings. Special meetings of the Board of Trustees may be called by the President of the Association on three days written notice to each Trustee, given in the same manner as provided in Section 7 of this Article. Special meetings of the Board shall be called by the President or the Secretary in like manner upon the written request of any two Trustees.

5.09 Notices and Waivers of Notice. Before any meeting of the Board of Trustees, whether regular or special, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Trustees are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as otherwise prohibited by law or these By Laws.

5.10 Quorum. At all duly convened meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By Laws or by law and the acts of the majority present, shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any Trustee.

5.11 Powers & Duties. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential condominium project and may do or cause to be done all such other lawful acts and things as are required by law, by these By Laws or otherwise directed or required to be done or exercised by Members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association and of the Condominium being administered by said Association, the Board of Trustees shall have powers and duties, including, but not limited to, the following:

A. General Duties. The operation, maintenance, renewal, replacement, insurance, care, upkeep, protection and surveillance of the buildings in the condominium, the common elements (except as specifically provided for otherwise), the community and recreational facilities and all other property, real or personal, of the Association. The responsibility for the operation, maintenance, renewal, replacement, insurance, care, upkeep, protection and surveillance of the buildings in the condominium, the common elements (except as specifically provided for otherwise) shall become the responsibility of the Association immediately upon conveyance of title to the first unit in any building to an individual purchaser by the Sponsor. From and after the conveyance of title to the first unit in any building, the sole obligation and responsibility of the Sponsor under the Bylaws with regard to the operation, maintenance, renewal, replacement, insurance, care, upkeep, protection and surveillance of each such building shall be to pay to the Association the applicable assessments as specified in Article 9.00 of the Master Deed. Sponsor shall not, however, be obligated to pay any maintenance fees or assessments for common expenses other than replacement Reserves funds for so long as Sponsor is providing any subsidy or guarantee to unit owners of maintenance fees or assessments for common expenses. The Board of Trustees, pursuant to the By-Laws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be Amendments.

B. Budget. The preparation prior to the beginning of each fiscal year of a budget or estimate for the annual expenses of the operation of the Association, the expenses of the operation of the community and recreational facilities, and reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the dwelling units and the respective owners thereof, as set forth in Section 13.00 herein. The amount thus found applicable to each dwelling unit shall be payable by the owner thereof to the Association in equal installments, in advance, said billing dates to be determined by the Trustees. The Trustees shall review each year the adequacy of the amount being assessed for the capital reserve replacement costs. In addition, the Trustees shall include in each annual

budget an amount sufficient to reimburse each Trustee for the tuition for two educational seminars sponsored by the Community Associations Institute or similar organizations. Each Trustee may be reimbursed for all or portion of expenses including but not limited to tuition, textbooks, transportation, gas, lodging and meals incurred by the Trustee in connection with attending such educational seminars provided that such reimbursement is approved by a majority of the Trustees.

C. Assessments. By majority vote of the Board, to adjust or increase the amount of any annual assessment and equal installments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increases or special assessments shall be made or levied against such owners and the units owned by them respectively, in the same manner as provided in Section 13.00.

D. Use of Funds. To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the common elements, (except as specifically provided for otherwise), community and recreational facilities of the Association and all of its real and personal property. This includes the use of any surplus funds which might remain at the end of any fiscal year. Any such surplus shall be applied toward the immediate subsequent year's costs and shall be included in the budget for that year.

E. Fidelity Bonds. To require all officers and employees of the Association handling or responsible for funds in the Association's possession or under its control to furnish adequate fidelity bonds, in a form which includes penalties and corporate surety satisfactory to the Board of Trustees. The premiums on such bonds shall be paid by the Association as part of the common expenses.

F. Taxes. To pay all taxes and assessments levied or assessed against any property which has been made a part of the Condominium, exclusive of any taxes or assessments levied against any individual dwelling unit or otherwise properly chargeable to the owners thereof.

G. Personnel. To hire, employ and dismiss such clerks, stenographers, workmen, janitors, gardeners and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominium, and the community and recreational facilities of the Association, except the portions thereof required to be maintained by owners of dwelling units. The Board of Trustees may also employ a manager or contract with a management company for the Association at such compensation or in such terms as may be established by the Board, to perform such duties and services as the Board may lawfully delegate.

H. Access to Units. To enter or cause to be entered any dwelling unit with Notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any common elements, or to prevent damage to the common elements or any dwelling units, or in emergencies provided that such entry and work shall be done with as little inconvenience as possible to the owners and occupants of such dwelling units. Each owner shall be deemed to have expressly granted such rights of entry by accepting and recording the deed to his Condominium Unit.

I. Delinquencies. To collect delinquent penalties, fines, levies or assessments made by the Association through the Board of Trustees against any dwelling units and the respective owners thereof, together with such costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observance of the Rules and Regulations relating to the Condominiums, by injunction or such other legal actions or means as the Board of Trustees may deem necessary or appropriate.

J. Professionals. To employ or retain legal counsel, engineers and accountants, and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including, but not limited to, those hereinbefore or hereinafter referred to in these By Laws.

K. Contracts. To enter into any contracts or agreements for the operation of the Corporation or the Condominium being administered by the Association including contracts for professional management, with private parties or any governmental agency or pursuant to applicable zoning ordinances of the Township.

L. Outside Management. To hire an outside agent and/or management firm to perform those services required by these By Laws.

M. Bank Accounts. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time and as may be consistent with good accounting practices.

N. Fiscal Reports. To cause a complete audit of the books and accounts of the Association to be made by an independent Certified Public Accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Board of Trustees shall also prepare, at the end of each fiscal year, a report of the business and affairs of the Association, showing its transactions and reflecting fully and accurately its financial conditions, which will be made available to Members during working hours upon reasonable notice. The Association, at least quarterly shall supply the Sponsor with unaudited financial status at no cost to the Sponsor until one year after the last unit closing, and thereafter annually supply to the Sponsor with a copy of the Associations annual report at no cost to Sponsor.

O. Detailed Books. To keep detailed books of accounts of the receipts and expenditures affecting the condominium and its administration and specifying the maintenance and repair expenses of the common elements and all other expenses incurred.

P. Fines. To make and enforce compliance, by the levying of fines or otherwise, with such Rules and Regulations relative to the operation, use and occupancy of the dwelling units, common elements and Association facilities, and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the owner and occupants of dwelling units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a dwelling unit promptly upon the adoption thereof or posted in a conspicuous place in the Community Building.

Q. Insurance. To obtain and maintain, to the extent obtainable, in accordance with sound industry practice, the following insurance; (1) fire insurance with broad form fire and extended coverage, vandalism and malicious mischief endorsements, insuring all the buildings containing the units and common elements therein (including in all of the units, the fixtures, appliances and carpeting initially installed therein by the Sponsor, but not including the painted or decorated surfaces of interior walls, furniture, furnishings, personal property, contents or personal liability of individual unit owners) together with all central utility and other service machines contained therein, and all buildings, fixtures, equipment and personal property owned by the Association, in the amount determined by the Board. All such policies shall provide that in the event of loss or damage, the proceeds of said policy or policies shall be payable to the Board of Trustees or to its designee as an insurance trustee on behalf of all of the owners, co-owners and mortgagees of units in said buildings. Said insurance trustee shall be obligated to apply said proceeds as set forth in Section 6.00 of these By Laws. Each of said policies shall contain a standard mortgage clause in favor of each

mortgagee of a unit and shall provide that loss, if any thereunder, shall be payable to such mortgagee as its respective interest may appear, subject however, to the right of the Board or its designee as insurance trustee, to receive said proceeds to be applied to repair or reconstruction as provided herein; (2) workmen's compensation; and (3) public liability insurance insuring the Association and its Members against liability for any negligent act of commission or omission attributable to the Association or any of its Members and which occurs on or in any of the common elements of the Condominium or the community or recreational facilities of the Association; (4) burglary, theft and such other insurance as will protect the interest of the Association and its employees; (5) liability insurance indemnifying the Trustees and Officers of the Association against the liability of errors and omissions occurring in connection with the performance of their duties in an amount of at least \$1,000,000.00 with any deductible amount determined in the sole discretion of the Board of Trustees. All insurance premiums shall be paid by the Association as common expenses. Unless 75 percent of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the developer) of the individual condominium units have given their prior written approval, the Board of Trustees shall not be entitled to (a) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100 percent (100%) of the insurable value (based on current replacement cost) and (b) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

R. Waiver of Subrogation and Cancellation. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by unit owners or of invalidity arising from any acts of the insured or any unit owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units.

S. Unit Owner's Insurance. Unit owners may obtain insurance on their own account and for their own benefit. No owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished in any way.

T. Committees. The Board of Trustees of the Association may appoint committees as deemed appropriate in carrying out its purposes, including but not limited to:

1. A Recreation Committee, which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, may determine.

2. A Maintenance Committee, which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the Common Area and properties, as appropriate, and shall perform such other functions as the Board, in its discretion, may determine. The Association shall maintain the buffer areas of the condominium, and shall replace landscaping in the buffer when such replacement is necessary with similar species of plants or species which provide similar screening characteristics.

3. An Audit Committee, which shall supervise the annual audit of the Association's books and approve the annual budget and statement, certified by an independent public accountant, of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex-officio Member of the Committee.

4. An Architectural Control Committee, which shall consider requests by Members for modifications to any common elements, and shall establish guidelines and procedures for review of such requests consistent with the Master Deed and these By Laws.

5. A Covenants Committee, consisting of five Members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

- (1) providing for visual harmony and soundness of repair;
- (2) avoiding activities deleterious to the esthetic or property values of the Condominium;
- (3) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and
- (4) promoting the general welfare and safety of the Condominium community.

The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements in accordance with standards and guidelines contained in the Master Deed or By Laws or otherwise adopted by the Board. The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, By Laws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Articles of Incorporation and By Laws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Trustees by any Party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision. The Covenants Committee shall preserve the entry lanes into the parking areas as "No Parking" areas and "Fire Lanes" and shall erect signs in such areas to that effect.

The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines pursuant to Section P hereof and Section 4.11. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

U. Acceleration of Assessment Installment Upon Default. If a Unit Owner shall be in default in the payment of an installment upon a Common Expense assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Unit Owner, and if the delinquent installment is not paid by the date set forth in the notice, the then unpaid balance of the Common Expense assessment shall come due upon such date, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice has been given and whichever shall first occur. If no such notice has been given and default continues, the Board shall, between thirty and ninety days after the default first occurs, accelerate the remaining installments of the assessment, upon similar notice to the Unit Owner, and file a lien for such accelerated assessment as permitted by law if the delinquent installment is not paid by the date set forth in this notice. In the event that such notice is filed, the Board may notify any Institutional Lender holding a mortgage which encumbers the Unit affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of 120 days, then the Board shall foreclose the foregoing lien pursuant to law or commence a suit against the appropriate parties to collect said assessment.

V. Interest, Late Fees and Counsel Fees. The Board at its option shall have the right in connection with the collection of any Common Expense assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal maximum rate permitted by law for the payment of delinquent real estate taxes, if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said assessments or charges by resort to counsel or the filing of a lien, the Board may add to the aforesaid assessments or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, plus reasonable costs for preparation, filing and discharge of the lien, in addition to such other costs as may be allowable by law.

In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these By Laws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Unit Owners.

Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) refunding to the Unit Owners the cost and expenses of litigation advanced by them; (3) Common Charges, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Common Elements if recovery of damages to same was the motivation for litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall at the discretion of the Board be treated either as (i) common surplus which shall be allocated and distributed pursuant to the provisions of paragraph 6 of the Master Deed or as (ii) a setoff against Common Charges generally. Notwithstanding the foregoing, if a Unit Owner(s), the Board or any other person or legal entity affected by any such distribution, shall assert that the damages sustained or the diminution in value suffered by a Unit Owner(s) was disproportionate to his or their percentage of common interest, in which event, at the election of either the Association or the unit owner, the matter shall be submitted to binding arbitration to be decided in accordance with the procedures set forth by the American Arbitration Association.

All Common Charges received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds which shall be expended first for such purposes before expending any part of the same for any other purpose.

In the event that a Unit Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which said Owner(s) would otherwise be entitled by such judgment or order, he or they shall also be entitled to the restitution or recovery of any sums paid to the Board as Common Charges for the litigation expenses in relation to said action or proceeding.

W. Power of Attorney to Institutional Lender. In the event the Board shall not cause the enforcement procedures provided above to be implemented within the time provided, any Institutional Lender for any Unit as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

X. Parking Spaces. To assign and designate certain parking spaces for the use of individual units and to reassign and redesignate such parking spaces as the Board deems necessary in its sole discretion. To adopt rules and regulations governing the use of all parking spaces, including the type, size and classification of vehicles permitted to use any space as well as the total number of vehicles which may be parked on the common elements on a permanent basis per unit.

6.00 Damage to Buildings, Reconstruction, Sale: Obsolescence.

6.01 Damage. In the event of fire or other disaster or casualty resulting in damage to the buildings and/or common elements of the Condominium amounting to less than two-thirds of the value of the Condominium, the net proceeds of any insurance collected shall be made available for the purposes of repair, restoration, reconstruction or replacement. Where the insurance indemnity is insufficient to cover the cost of repair, reconstruction, restoration or replacement, the new buildings' costs shall be paid by all of the owners directly affected by the damage, in proportion to the fair market value of their respective dwelling units. If any owner shall refuse to make such payments, the Board of Trustees shall levy an assessment in an amount proportionate to the fair market value of the dwelling units affected by the damage, the proceeds of such assessment being paid, with the insurance indemnity, to the Association for the purpose of covering the costs of repair and replacement. In the event any owner or owners shall fail to respond to the assessment by payment thereof within a reasonable time, the Association shall have authority to cause such repair, restoration or replacement or reconstruction to be accomplished and to charge the cost thereof, less any applicable insurance credits, to the owners of the units affected in the proportions mentioned. Such costs less any insurance credits, shall constitute a lien against the dwelling unit of such owner and may be enforced and collected in the same manner as all other liens as hereinbefore provided. The provisions of this Section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster or casualty occurred.

6.02 Total Destruction. In the event of a total destruction of the entire Condominium, or if the common elements are damaged or destroyed to more than two-thirds of the value of Condominium, the unit owners directly affected, may elect to reconstruct or replace the said buildings and common elements. In the event of an election to reconstruct or replace, payment of the costs thereof shall be made as provided in the preceding Section of this Article.

If the unit owners elect not to reconstruct or replace, the unit owners of the said condominium, with the consent of all of the mortgagees holding first mortgages on the dwelling units, and the consent of the Township of East Brunswick, may sell for cash and upon terms, the entire Condominium, provided 75 percent (75%) or more of the owners are in accord and so vote at a special or regular meeting of the said unit owners. In the event the election is made to sell, the covenants against partition contained in the Declaration of Restrictive and Protective Covenants, shall become null and void and said owner or owners shall be entitled to convey their interest in the Condominium and may invoke relief in a Court of Chancery to compel such a sale and partition against those owners who shall have refused to approve such a sale and partition.

All sums received from insurance shall be combined with the proceeds of sale of the Condominium. After providing for all attorney's fees in the event of any litigation necessary to compel any owner or owners to join in a conveyance of their interests in the Condominium, distribution of the combined funds shall be made to the owner or owners of the dwelling units in the said Condominium, in proportion to the fair market value of their respective dwelling units, subject only to the rights of outstanding mortgage holders.

Except as provided in this section, the common elements, both general and limited, shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership.

6.03 Obsolescence. In the event the Board of Trustees shall determine that the existing buildings in the Condominium are obsolete, the Board, at any regular or special meeting of the unit owners, may call for a vote by the said unit owners to determine whether or not the entire Condominium should be placed on the market and sold. In the event 90 percent (90%) of

the unit owners determine that the property should be sold, the applicable provisions of the preceding Section pertaining to sale of the property shall become effective.

In the event that the Board of Trustees shall determine that any of the community and recreational facilities and any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the Members, may call for a vote by the Members to determine whether or not the said property should be demolished and replaced. In the event ninety (90) percent of the Members shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the Members of the Association in accordance with Article 13 hereof.

7.00 Officers

7.01 Designation. The officers of the Association shall be President, Vice President, Secretary and Treasurer. The Secretary may be eligible to also hold the office of Treasurer. The President shall also be a Member of the Board of Trustees. The Board of Trustees may also appoint Assistant Secretaries and Assistant Treasurers as it may deem necessary.

7.02 Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at the organizational meeting of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the Members of the Board.

7.03 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Trustees. He shall have the general power and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and executing thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

7.04 Vice-President. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Trustees.

7.05 Secretary. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committees when required. He shall have charge of the minute books and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notices of meetings to the Members, the Board of Trustees and committees and such other duties as may be prescribed by the By Laws or by the Board of Trustees or the President. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

7.06 Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. He shall disburse the funds of the Association as may from time to time be ordered by the Board, making proper vouchers for such disbursements and shall

render to the President and Trustees, at the regular meetings of the Board or whenever they or either of them shall require, and account of his transactions as Treasurer and of the financial conditions of the Association.

7.07 Compensation of Officers. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursements for all expenses reasonably incurred in the discharge of their duties.

8.00 Indemnification of Officers and Directors. The Association shall indemnify every Trustee and Officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses, provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any Member or owner of a dwelling unit who is or has been a trustee or officer of the Association or as a Member or owner of a dwelling unit in the Condominium. Nothing contained herein to the contrary shall serve to exculpate Members of the Board of Trustees appointed by Sponsor from their fiduciary responsibilities.

9.00 Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year, unless changed by a vote of two-thirds (2/3) of the full membership of the Board of Trustees.

10.00 Corporate Seal. The corporate seal of the Association shall consist of two concentric circles between the circumferences of which shall be inscribed the name of the Association and within the circumferences of the inner circle the words "Incorporated, New Jersey" and the year of incorporation.

11.00 Amendments to Bylaws. These By Laws and the form of administration set forth herein may be amended from time to time by the affirmative vote of 75 percent (75%) of the total number of votes of Members in the Association, within the limitations prescribed by law. No such modification shall be operative until it is embodied in a recorded instrument which shall be recorded in the Office of the Clerk of Middlesex County in the same manner as the Master Deed and original By Laws.

12.00 Dissolution.

12.01 Procedure. In the event it is deemed advisable and for the benefit of the Members of the Association that the Association should be dissolved, the procedures concerning dissolution set forth in Chapter 1, Section 20, of Title 15 of the Revised Statutes of the State of New Jersey, entitled Corporations and Associations Not for Profit shall be followed.

12.02 Distribution of Assets. In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the unit owners in proportion to the fair market value of their respective dwelling units.

13.00 Members Maintenance Fees. Maintenance costs for the Association and the condominium owned lands and facilities shall be computed on the basis of each unit owner paying 1/545th of the total operating budget of

the Association. Should the actual number of units constructed differ from 545, the maintenance costs payment for each unit owner will be determined by a fraction, the numerator of which is 1, and the denominator of which is the actual number of units constructed multiplied by the total operating budget of the Association. After the equal individual unit assessments have been calculated the actual assessment to be levied upon the individual Affordable Condominiums as set forth in the Affordable Housing Plan shall be fixed at an amount equal to 33% of the assessment which would have been levied against all units were all units to pay equal assessments. The total difference between the equal assessment to be levied against Affordable Condominiums shall be evenly distributed among all remaining units which are not Affordable Condominiums. This allocation of Assessments among Affordable Condominiums and the remainder of the units may not be amended or altered except in accordance with the terms of the affordable Housing Plan. Commencing upon the date upon which the terms and restrictions of the Affordable Housing Plan shall cease to be applicable to a specific Affordable Condominium, such Affordable Condominium shall be assessed in the same manner as all other units which are not Affordable Condominiums. The budget shall provide the complete allocation of the total assessment collected from the unit owners without any unallocated surplus remaining.

14.00 Deposits Required.

Upon conveyance of a dwelling unit by Sponsor to an initial purchaser of said dwelling unit, said dwelling unit owner shall deposit with the Association three (3) months estimated monthly Association assessments.

The aforesaid deposits shall be refunded to the unit owner (less any assessments currently owed) upon resale of the dwelling unit by him, upon the condition that a deposit in an amount equal to three (3) months current monthly Association assessments (excluding any assessments currently owed) is received from the purchaser of the particular dwelling unit. In the event said deposits are not received by the Association within thirty (30) days from the date of closing of title to such resale, the initial deposits shall be deemed credited to the account of the new owner. Nothing herein shall affect any unit owners obligation for the payment of any Association assessments, charges or liens. The Association shall place all such deposits in interest bearing accounts and the interest so earned shall be considered income available for general operating purposes of the Association.

15.00 Reserves. The Board shall not be obligated to expend all of the revenues in any accounting period, and must, by regular installment maintenance payment, rather than by special assessments, maintain reasonable and adequate reserves for, among other things, maintenance, repairs and replacement of those elements of the common property that must be replaced on a periodic basis, emergencies, contingencies for bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board, in its determination of the Common Expenses and the preparation of a budget, shall specifically designate and identify what portion of the Common Expenses to be assessed against the unit owners is allocable to reserves for each separate item of repair and improvements and the same shall be kept in interest bearing savings accounts appropriately earmarked for each category. Interest earned on such interest bearing accounts shall remain allocable to such reserves and shall not be available for general purposes of the Association. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of functions. The Board shall at the time of adoption of the budget for the ensuing year evaluate the adequacy of the Reserves and adopt a resolution stating that the reserves are sufficient for the purposes set forth in this Article.

16.00 Agreement for Professional Management. Any agreement for professional management of the Association, or any other contract providing for services of the Sponsor, may not exceed one (1) year. Any such agreement must provide for termination by either party (a) without cause

and without payment of a termination fee on ninety (90) days or less written notice and (b) for cause upon thirty (30) days written notice.

17.00 Reservation of Amendment Rights. Regardless of any other provision of the By Laws, the Sponsor specifically reserves the right, at any time as long as the Sponsor retains title to any property thereunder, to amend the within By Laws of Society Hill at Piscataway Condominium Association, Inc., and any amendments thereto, for the express purpose of qualifying the property hereunder for Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation mortgage financing programs or any other similar secondary mortgage lender or purchaser of mortgage loans on the secondary mortgage market so as long as such Amendment does not conflict with the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et. seq.) or other applicable laws, regulations and statutes. Such amendment shall not require the approval of the unit owners. All costs associated with obtaining such approval shall be the sole obligation of the Sponsor.

The Sponsor hereby reserves the right to execute on behalf of all contract purchasers, unit owners, mortgagees, eligible mortgage holders, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required to effectuate and implement any of the amendments described in this Article. Sponsor has been constituted, appointed and confirmed named as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority of validity of any lien on or the value of any unit) by virtue of paragraph 13.00 of the Master Deed.

While the Sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency. The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interest for the purpose of amending the Master Deed, By Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities. However, Sponsor shall be permitted to cast such votes for all unsold units which have been submitted by Sponsor to the Condominium even prior to such units being issued a Certificate of Occupancy on all other matters.

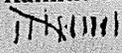
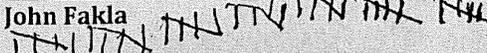
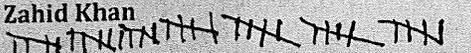
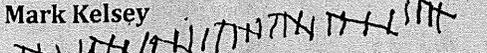
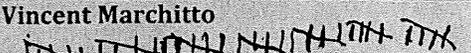
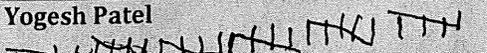
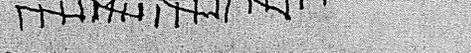
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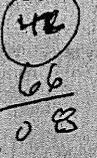
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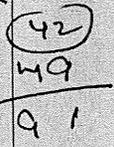
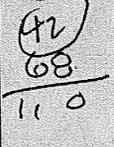
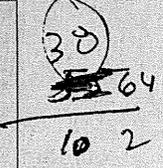
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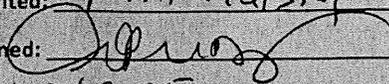
SOCIETY HILL AT PISCATAWAY- Tally Sheet 2025

<p>Kalindee Desai    </p>	<p>John Fakla   </p>
<p>Zahid Khan   </p>	<p>Mark Kelsey   </p>
<p>Vincent Marchitto   </p>	<p>Yogesh Patel   </p>
<p>Mohiuddin Syed   </p>	<p>Write In  Kevin Yine</p>
<p>Write In</p>	<p>Write In</p>





Name Printed: Ann Butsky
 Name Signed: 
 Date: 11/5/2025

EXHIBIT

E

FILED

FEB 05 2026

Hon. Thomas Daniel McCloskey, J.S.C.

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HUESTON MCNULTY, P.C.
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Attorneys for Defendants, Society Hill at Piscataway Condominium Association, Inc., Board of Trustees of Society Hill at Piscataway Condominium Association, Inc.

KEVIN WINE, on behalf of himself and all other similarly situated,

Plaintiff(s),

vs.

SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., BOARD OF TRUSTEES OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM ASSOCIATION, INC., JOHN DOES 1-10, AND ABC CORPS. 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-GENERAL
EQUITY PART
MIDDLESEX COUNTY

DOCKET NO.: MID-C-000204-25

Civil Action

**CONSENT ORDER RESOLVING ORDER
TO SHOW CAUSE WITH RESTRAINTS
PURSUANT TO R. 4:67-1(a)**

THIS MATTER, having been opened to the Court by Kevin Wine, pro se, seeking relief pursuant to N.J.S.A. 15A:5-23 by way of temporary restraints pursuant to R. 4:67-1 (a) and **HUESTON MCNULTY, P.C.**, (Samuel J. McNulty, Esq., appearing) as attorneys for defendants, Society Hill at Piscataway Condominium Association, Inc., and Board of Trustees of Society Hill at Piscataway Condominium Association, Inc. (collectively referred to as the "Association") having together agreed to resolve the Order to Show Cause via consent order, and for good cause shown;

IT IS on this 5th day of FEBRUARY, 2026

ORDERED as follows:

1. The three Members elected at the November 5, 2025, election meeting of the Association, Mohuiddin Syed, Mark Kelsey and Vincent Marchitto shall each be deemed to have been elected to a one (1) year term.

2. In 2026, the parties agree that at the annual election five (5) trustees shall be elected, rather than the two (2) seats which were previously to be elected in 2026. Two positions shall receive a three (3) year term, two positions shall receive a two (2) year term, and one position shall receive a one (1) year term. Of the 5 winning candidates, the two highest vote getters receive 3-year terms, the next two highest receive 2-year terms, and the remaining winner receives the 1-year term.

3. In 2026, the annual election shall be scheduled to occur at a date in the first week of June. The parties agree that a Call for Nominations shall be sent to the Members pursuant to the requirements of N.J.A.C. § 5:26-8.9 (1)(i) stating that five (5) board seats are up for election in 2026.

4. No Association resources including but not limited to management time, copiers, envelopes, stamps, and community emailers, shall be used to campaign. Any community emails relating to the election shall be sent by the unaffiliated law firm or accounting firm. If the community clubhouse is used by or made

available to any candidate, equivalent use or access shall be provided to all candidates.

5. The parties agree that notices of the meeting and such notices required by N.J.A.C. § 5:26-8.9 shall be provided to those Members who have consented via electronic delivery and via mail to all other Members. The election notice shall contain the full candidate profile statements of all candidates.

6. The Association shall hold a Candidate's Night Virtually, conducted by an unaffiliated law firm or accounting firm. The Association shall provide each candidate with the opportunity to have a single pdf document with a campaign message sent by the unaffiliated law firm or accounting firm via electronic mail. No candidate shall have direct or indirect access to the Association's member email distribution list for the purpose of campaigning.

7. The Board shall cause a proxy form, and a single form of "Proxy/Absentee Ballot" to be prepared which shall contain the names of all persons nominated and found to be in good standing as candidates for the executive board in alphabetical order by last name. The "Proxy/Absentee Ballot" shall not indicate incumbent board members. The ballot shall otherwise comply with N.J.A.C. § 5:26-8.9 (1)(1)(iv).

8. Any proxies used by the association shall contain a clear and prominent notice that use of the proxy is voluntary on the part of the granting owner. The proxy or the proxy/absentee ballot

may be revoked by a member at any time before the proxy holder casts a vote.

9. Members shall be instructed to mail their "Proxy/Absentee Ballot" in the two-envelope system designated by the Board to be received by the election meeting date. Further, members may also personally deliver the "Proxy/Absentee Ballot" to the blue election mailbox at the Community Clubhouse on or before a designated time on the election meeting date. The parties agree that the Bylaws as currently amended do not permit electronic voting.

10. Any proxies or proxy/ballots delivered to the Community Clubhouse shall be stored in the blue election mailbox outside the clubhouse. Any proxies or proxy/ballots handed to trustees, Association staff or management at or near the Community Clubhouse shall be immediately deposited in the blue election mailbox without being cataloged or altered in any way. Only the unaffiliated legal firm or accounting firm will have the key to open the blue election mailbox.

11. Any intermediate compiled election data or list of units which have voted shall either be made available to all candidates, trustees, management, and Association members, or no candidates, trustees, management, and Association members.

12. If Members need a replacement "Proxy/Absentee Ballot" they may request a printed replacement from the unaffiliated law firm or accounting firm.

13. Members voting in person at the annual meeting shall be allowed to vote their ballot and any proxies up until the election counters need to separate the anonymous ballot envelopes from their outer envelopes, but in no circumstances earlier than 15 minutes after the officially announced meeting start time.

14. All phases of the 2026 election, including but not limited to mailings, collection of candidate nominations, ballot collection and counting, and proxy processing, shall be conducted by a law firm or accounting firm, to be chosen by the Board, which is unaffiliated with the Association to achieve independent oversight and compliance with the terms of this consent order

15. Candidate nominations and profile statements shall be released to all candidates, trustees, management, and Association members immediately after the nomination deadline.

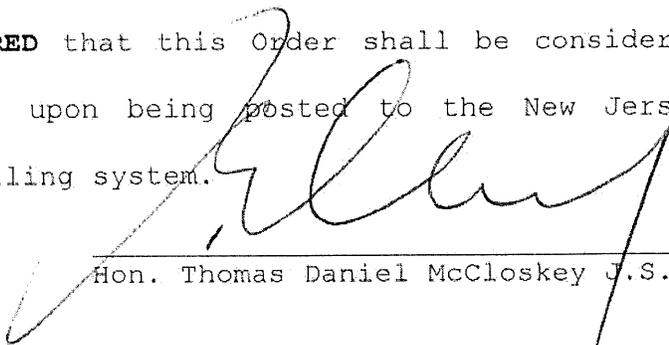
16. All election letters, ballots, proxies, and other materials shall be presented to the entire Board and all candidates prior to printing and distribution to check for errors.

17. The parties agree that any disputes relating to the 2026 Election or the terms of this Consent Order as they are applied to the 2026 Election shall be referred to alternative dispute resolution in the form of mediation with the Honorable Frank A. Buczynski (retired), each party to bear the cost of the mediation and of their own attorneys' fees and costs. Any disputes shall be heard as soon as possible but no more than 2 weeks following the request for ADR. If the Association is one of the parties in the

dispute, the cost of the ADR application shall be covered by the Association.

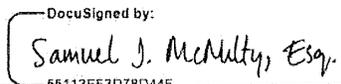
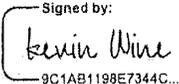
18. The court retains jurisdiction.

It is further **ORDERED** that this Order shall be considered served upon all parties upon being posted to the New Jersey Judiciary's electronic filing system.



Hon. Thomas Daniel McCloskey J.S.C.

The form and entry of this order is hereby consented to by and on behalf of the parties as follows.

<p>HUESTON MCNULTY, P.C. Attorneys for Defendants,</p> <p>DocuSigned by:  By: <u>SAMUEL J. MCNULTY, ESQ.</u> <small>65113EF3D78D44F</small></p> <p>Dated: February 4, 2026</p>	<p>Signed by:  <u>KEVIN WINE, Pro Se Plaintiff</u> <small>9C1AB1198E7344C...</small></p> <p>Dated: February 4, 2026</p>
---	--

EXHIBIT

F



December 22, 2022
Via First Class & Certified Mail RRR# 7019 1640 0001 1176 3869

Susan J. Radom
& Mark A. Wetter

Vincent Marchitto
477 Harwick Court
Piscataway, New Jersey 08854

**RE: Threatening and Harassing Behavior of Association Representatives
Society Hill at Piscataway Condominium Association, Inc.**

OF COUNSEL
Dona Feeney
admitted in New Jersey,
Massachusetts,
New Hampshire,
Vermont and Maine

Dear Mr. Marchitto,

Lawrence J. Nagy
admitted in New Jersey
and Florida

We represent Society Hill at Piscataway Condominium Association, Inc. I am advised that it was necessary for the Association's managing agent to call upon the police due to your disorderly and abusive conduct while in the clubhouse of the Association. I am advised that you interrupted work and confronted management personnel in a loud, insulting, and abusive manner and refused to leave.

Such behavior cannot be accepted without consequences. The Association cannot tolerate the infliction of hostile, intimidating, insulting, or rude behavior directed to the Association's members, employees or contractors. The Association's employees and contractors are entitled to a safe work environment. As such, this is to inform you that you will not be allowed in the clubhouse and are not allowed to address the Association's employees or contractors directly. Do not interrupt the Association's contractors or make efforts to influence the work that they are contracted to perform. Further, do not deliver criticism or antagonistic debate to management by way of personal appearance at the management office or by phone. Use of vulgar or foul language is not appropriate in any forum. All communication going forward should be by United States Postal Service or other delivery carrier directed to the Board of Trustees. If you appear at the clubhouse, the police will be called. If warranted, complaints will be filed.

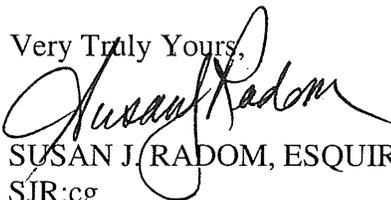
Reply to:

As you know, the affairs of the Association are governed by the Board of Trustees, not management personnel. The Board of Trustees is given all lawful powers and duties necessary for the proper conduct and administration of affairs of the Association and the operation and maintenance of the development.

245 Route 22 West
Suite 102
Bridgewater, NJ 08807
908.707.1500
FAX 908.707.4181
radomandwetter.com

Please be guided accordingly.

Very Truly Yours,


SUSAN J. RADOM, ESQUIRE
SJR:cg

23 Main Street
Blairstown, NJ 07825
908.707.1500
FAX 908.707.4181
radomandwetter.com

cc: Board of Trustees – Society Hill at Piscataway Condominium Association, Inc.

9/9/25, 1:42 PM

Main Form



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ

CAD Incident Report #22033983

Incident Information			
Incident #	Incident Date	Call Taker	
22033983	12/20/2022 12:17:33	evanembden	
Incident Type	Description	Priority	
38 DISORDERLY COND		3	
Ems Level	Alarm Level	Modified By	Modified Date
		evanembden	12/20/2022 12:19:40
Event Information			
Municipality	Business Name		
1 PISCATAWAY	SOCIETY HILL ASSOC OFFICE		
Fire Box	RA		
1643	204		
Correct Location			
SOCIETY HILL ASSOC OFFICE / 550 CHESTERFIELD DR			
Street #	Street Name	Apartment #	Cross Street
550	CHESTERFIELD DR		
Near	Landmarks	Additional	
HAMPSHIRE CT TO CANTERBURY CT			
Reporting Person			
RP Name	RP Phone	How Received	
		911	
RP Address	Closed By	Date Closed	
	evanembden	12/20/2022 12:46:08	

Incident Types

Dispatch Class	Incident Type
AMBULANCE	
FIRE/RESCUE	
MEDICS	
POLICE	DISORDERLY COND

Note(s)

Note Type	Entered By	User ID
CALL-TKR	12/20/2022 12:18:04	evanembden
Narrative Description		
hostile homeowner yelling at management		
Note Type	Entered By	User ID
CALL-TKR	12/20/2022 12:18:04	evanembden
Narrative Description		
Added by Update-and-Continue: More information to follow.		
Note Type	Entered By	User ID
PAST INC	12/20/2022 12:18:18	auto
Narrative Description		
THERE ARE 6 PAST INCIDENTS AT 550 CHESTERFIELD DR		
Note Type	Entered By	User ID
CALL-TKR	12/20/2022 12:19:27	evanembden
Narrative Description		
Vinny Marchitto - 477 Harwick Ct - 50's tan jacket, jeans, white male, balding		
Note Type	Entered By	User ID
LOC CHG	12/20/2022 12:19:39	evanembden
Narrative Description		
FROM: (1) 550 CHESTERFIELD DR TO (1) SOCIETY HILL ASSOC OFFICE / 550 CHESTERFIEL		
Note Type	Entered By	User ID
PAST INC	12/20/2022 12:19:59	auto
Narrative Description		
THERE ARE 6 PAST INCIDENTS AT 550 CHESTERFIELD DR		
Note Type	Entered By	User ID
INFO	12/20/2022 12:46:24	evanembden
Narrative Description		
all parties satisfied		

Officers and Units

CAD Units			
Agency Name	Unit ID	Personnel Id	Officer Name
PIS-PD	101	1150	NEE,D
PIS-PD	201	1170	RICE,J
PIS-PD	801	1146	PAIANO, M

9/9/25, 1:42 PM

Main Form

Unit Statuses

CAD Units					
Unit ID	Status	Date/Time	Avail?	Location	Disp ID
101	RESP	12:18:35	N		lcoppola
201	RESP	12:18:35	N		lcoppola
101	CLEAR	12:19:12	Y		lcoppola
801	RESP	12:19:16	N		lcoppola
801	ONLOC	12:28:47	N		lcoppola
201	ONLOC	12:33:02	N		lcoppola
201	CLEAR	12:46:07	Y		evanembden
801	CLEAR	12:46:08	Y		evanembden

Dispositions

Dispositions				
Type	Disposition	Incident Report?	Accident Report?	Due By
POLICE	(HBO) HAND BY OFF			RICE,J

EXHIBIT

G



September 24, 2024

Via First Class & Certified Mail, RRR#: 9589 0710 5270 0606 9623 34

Susan J. Radom
& Mark A. Wetter

Vinny Marchitto
477 Harwick Court
Piscataway, New Jersey 08854

**RE: Society Hill at Piscataway Condominium Association, Inc.
Unit: 477 Harwick Court, Piscataway, New Jersey 08854
Unit Owner: Ralph A. Marchitto**

Dear Mr. Marchitto,

This firm represents Society Hill at Piscataway Condominium Association, Inc. I am advised that you claim to have been appointed by your father, the owner of the above-referenced unit, as his agent to attend meetings of the Board of Trustees of the Association. We have advised your father, Ralph A. Marchitto, that this practice cannot continue for the following reasons.

The Association's Secretary has not been presented with any document indicating that you have been appointed in the first place and, more importantly, because you have conducted yourself at the meetings in such a rude, aggressive and disruptive manner, contrary to even a minimal standard of civility and the Association's Code of Conduct that will not be tolerated.

You may not attend meetings of the Board of Trustees or of the membership and are directed to refrain from interacting with the Association's personnel entirely. Complaints, inquiries, or service requests must be presented by the title holder of the property or, at least, by indirect communication.

The volunteer members of the Board and the Association's personnel are engaged in a work environment and, as such, are entitled to a safe workplace. Board meetings are held for the benefit of the members. There is no right of participation by attendees. The purpose of the meeting is for the Board to conduct the Association's business according to the agenda it has set. When the Board offers attendees the opportunity to express opinions or voice questions at meeting, it is anticipated and required that member comments and suggestions be conveyed in an appropriate, civil and mature fashion. Attendees are not at liberty to yell, use obscenities, talk over people, invite attendees to fight or to issue threats, etc. Neither Board members, staff, nor your neighbors in attendance, should be subjected to the hostile, intimidating, over-bearing, and rude behavior demonstrated by you at the last Board meeting. Please be clear that it is not criticism of the Board's actions with which exception is taken; rather, it is the rude, angry, insulting manner in which you chose to conduct yourself and how you confronted meeting participants. Since you are not a member and have refused to conform to the

Reply to:

245 Route 22 West
Suite 102
Bridgewater, NJ 08807
908.707.1500
FAX 908.707.4181
radomandwetter.com

23 Main Street
Blairstown, NJ 07825
908.707.1500
FAX 908.707.4181
radomandwetter.com



required Code of Conduct, you will not be allowed to attend future meetings or act in a representative capacity.

As you know, the affairs of the Association are governed by the Board of Trustees. The Board is given all lawful powers and duties necessary for the proper conduct and administration of affairs of the Association and the operation and maintenance of the development. The Board may do or cause to be done all such lawful acts and things as are not required to be done or exercised by the members. The authority granted is substantial with respect to the development. Board members are authorized and empowered to exercise their discretion in a variety of matters. Certainly, reasonable minds will differ in the best way to handle and resolve the various issues presented to the Board of Trustees. However, it is the Board's discretion that will prevail.

Please be guided accordingly.

Very Truly Yours,

SUSAN J. RADOM, ESQUIRE

SJR:cg

cc: Board of Trustees – Society Hill at Piscataway Condominium Association, Inc.

EXHIBIT

H



March 13, 2025

Sent via regular and certified mail (9589 07105270 2321 2619 52)

Susan J. Radom
& Mark A. Wetter

Vinny Marchito
477 Harwick Court
Piscataway, New Jersey 08854

OF COUNSEL
Dona Feeney
admitted in New Jersey,
Massachusetts,
New Hampshire,
Vermont and Maine

Re: Society Hill at Piscataway Condominium Association, Inc./ 477 Harwick Court

Lawrence J. Nagy
admitted in New Jersey
and Florida

Dear Mr. Marchito,

Since you are not the title holder and not a member of the association, the association does not recognize any right or authority by you to make any demands upon the association relative to unit 477 or the common elements of the association. Further, as you have previously been advised, your rude, aggressive and disruptive conduct towards the association's board members, management staff and crew will not be tolerated. You may not attend meetings of the board of trustees or of the membership and are directed to refrain from interacting with the Association's personnel entirely. Complaints, inquiries, or service requests must be presented by the title holder of the property or, at least, by indirect communication. Do not come to the clubhouse to discuss any matter in person. If you do, you will be required to leave. If you do not, the police will be called.

The volunteer members of the board and the association's personnel are engaged in a work environment and as such, are entitled to a safe workplace. Neither board members, the management staff nor crew should be subjected to temper outbursts, threats or behavior intended to intimidate. Please temper your behavior accordingly.

Reply to:

Very truly yours,

245 Route 22 West
Suite 102
Bridgewater, NJ 08807
908.707.1500
FAX 908.707.4181
radomandwetter.com

SUSAN J. RADOM
SJR:dmm

cc: Board of Trustees

23 Main Street
P.O. Box 143
Blairstown, NJ 07825
908.707.1500
FAX 908.707.4181
radomandwetter.com

EXHIBIT

I



June 6, 2025

Sent via regular and certified mail #: 9589 0710 5270 2321 2612 42

Susan J. Radom
& Mark A. Wetter

Vinny Marchito
477 Harwick Court
Piscataway, New Jersey 08854

OF COUNSEL
Dona Feeney
admitted in New Jersey,
Massachusetts,
New Hampshire,
Vermont and Maine

**Re: Society Hill at Piscataway Condominium Association, Inc./477
Harwick Court**

Lawrence J. Nagy
admitted in New Jersey
and Florida

Dear Mr. Marchito,

Because you are not a member of the association and, more importantly, because of your rude, aggressive and disruptive behavior, we have previously advised you that you are not welcome to attend meetings and previously advised you to refrain from interacting with the Association's personnel entirely. The association's agents and employees are entitled to a workplace free from interference and harassment from you. You are not welcome in or at the clubhouse to interact with management, contractors or employees. If you continue to show up and harass the association's personnel or board members anywhere on the property, the police will be called and complaints lodged with the authorities. Your rude commentary, personal insults and vulgar language is entirely inappropriate and will not be tolerated.

Sincerely,

SUSAN J. RADOM
SJR:dmm

Reply to:

cc: Board of Trustees – Society Hill at Piscataway Condominium Association, Inc.

✓ 245 Route 22 West
Suite 102
Bridgewater, NJ 08807
908.707.1500
FAX 908.707.4181
radomandwetter.com

23 Main Street
P.O. Box 143
Blairstown, NJ 07825
908.707.1500
FAX 908.707.4181
radomandwetter.com

EXHIBIT

J



August 26, 2025

*Sent via Overnight, Regular and Certified Mail #: 1z25e05y2210001132 and
9589 0710 5270 1904 1207 85*

Susan J. Radom
& Mark A. Wetter

OF COUNSEL
Dana Feeney
admitted in New Jersey,
Massachusetts,
New Hampshire,
Vermont and Maine

Lawrence J. Nagy
admitted in New Jersey
and Florida

Vincent Marchito
477 Harwick Court
Piscataway, New Jersey 08854

**Re: Society Hill at Piscataway Homeowner Association, Inc. Continuing
Trespass**

Dear Mr. Marchito,

You have been advised on two prior occasions, June 6, 2025 and December 24, 2024 that because of your rude, aggressive, combative behavior, use of foul language, and effort to intimidate and harass the employees, volunteers and agents of the association, you are not allowed in the clubhouse. As evidenced by today's outburst, this pattern of abuse continues.

This letter shall serve to advise you in no uncertain terms that your presence at the clubhouse is trespassing.

Additional trespasses or assaults towards the employees, volunteers, agents or other members will be met with calls to the authorities. Please be guided accordingly.

Sincerely,

Susan J. Radom
cc: Board of Trustees

Reply to:

✓ 245 Route 22 West
Suite 102
Bridgewater, NJ 08807
908.707.1500
FAX 908.707.4181
radomandwetter.com

25 Main Street
P.O. Box 143
Blairstown, NJ 07825
908.707.1500
FAX 908.707.4181
radomandwetter.com



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Dispatch Incident
25020206

Printed on: 09/05/2025 10:53:11

Basic Information					
INCIDENT #		DATE/TIME RECEIVED		CALL TAKER	
25020206		08-26-2025 10:06:57		lcoppola	
INCIDENT TYPE	DESCRIPTION	PRIORITY	ALARM LEVEL	FIRE PLAN TYPE	
VERBAL DISPUTE		2		A	
MUN. CODE	MUNICIPALITY	BOX ID	BUSINESS NAME		
1	PISCATAWAY		SOCIETY HILL ASSOC OFFICE		
CORRECT LOCATION					
SOCIETY HILL ASSOC OFFICE / 550 CHESTERFIELD DR					
ADDRESS	STREET NAME	APT #	FLOOR	CROSS STREET	
550	CHESTERFIELD DR				
NEAR		LANDMARKS			
HAMPSHIRE CT TO CANTERBURY CT					
ADDITIONAL LOCATION INFORMATION					
REPORTING PERSON		RP PHONE	HOW RECEIVED	RP REFUSED?	
			TELEPHONE	NO	
REPORTING PERSON ADDRESS					
LATITUDE		LONGITUDE		FORCED?	
40.53169		-74.45646		NO	
UPDATED BY	DATE/TIME UPDATED	CLOSED BY		DATE/TIME CLOSED	
	08-26-2025 10:33:07	akasapidis		08-26-2025 10:47:31	

Geocodes		
DISPATCH CLASS	MAP LAYER	MAP AREA
FIRE/RESCUE	ENGINE DISTRICT	DIST2
FIRE/RESCUE	FIRE BOX	1643
FIRE/RESCUE	RESCUE DISTRICT	RRRS
POLICE	REPORTING AREA	204



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Dispatch Incident
25020206

Printed on: 09/05/2025 10:53:11

POLICE	SECTOR	2
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Incident Report Numbers

AGENCY	INCIDENT NUMBER	DATE/TIME ASSIGNED	ASSIGNED BY
PIS-PD	25020206	08-26-2025 10:33:07	lcoppola

Incident Types

DISPATCH CLASS	INCIDENT TYPE
AMBULANCE	
FIRE/RESCUE	
MEDICS	
POLICE	

Incident Notes

DATE/TIME ENTERED	TYPE	USER ID	NOTE
08-26-2025 10:09:28	CALL-TKR	lcoppola	Vincent Marcitto of 477 Harwick Ct was verbally abusive to staff. Caller wishes to document the incident. Occurred 10 mins ago, male left the area.
08-26-2025 10:09:32	INFO	auto	*Leasing office is at the clubhouse. Corner of Chesterfield Dr/Buckingham Dr
08-26-2025 10:09:32	PAST INC	auto	THERE ARE 6 PAST INCIDENTS AT 550 CHESTERFIELD DR
08-26-2025 10:49:47	INFO	akasapi dis	patrol updates: spoke to the caller she is satisfied speaking to patrol. she was advised to send the resident a no trespass letter not allowing him in the club house

Units and Personnel

AGENCY	UNIT ID	PERSONNEL
PIS-PD	801	BELL, JR., F

Unit Statuses



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Dispatch Incident
25020206

Printed on: 09/05/2025 10:53:11

UNIT ID	TIME	STATUS	LOCATION	AVAILABL E?	DISPATCHER
801	08-26-2025 10:33:07	RESP		NO	lcoppola
801	08-26-2025 10:39:16	ONLOC		NO	kcase
801	08-26-2025 10:47:31	CLEAR		YES	akasapidis

Dispositions				
TYPE	DISPOSITION	INCIDENT REPORT?	ACCIDENT REPORT?	ASSIGNED TO
POLICE	HAND BY OFF	NO	NO	PIS-PD 1132 BELL, JR., F

EXHIBIT

K

September 8, 2025

Susan J. Radom, Esq.
Radom and Wetter
245 Route 22 West
Bridgewater NJ, 08807
VIA USPS, Certified RRR

President Mohiuddin Syed
Society Hill at Piscataway Board of Trustees
550 Chesterfield Dr.
Piscataway, NJ 08854
VIA Email

Ms. Meaghan Cannon
First Service Residential
21 Christopher Way
Eatontown, NJ 07724
VIA Email

RE:

Letter Dated December 22, 2022, to Mr. Vincent Marchitto
Letter Dated September 24, 2024, to Mr. Ralph Marchitto
Letter Dated September 24, 2024, to Mr. Vincent Marchitto
Letter Dated March 13, 2025, to Mr. Vinny Marchito
Letter Dated June 6, 2025, to Mr. Vinny Marchito
Letter Dated August 26, 2025, to Mr. Vincent Marchito

******REQUEST FOR ADR HEARING******

Dear Ms. Radom,

This correspondence is in response to the numerous above captioned letters I have received from your office over the last 3 years. I disagree with your characterization of my alleged behavior in my interactions with Association staff, management company staff,

Association contractors, and Board of Trustee members. I further disagree with your unjustified trespassing of me from Association common area including the community clubhouse. I am thus formally requesting Alternate Dispute Resolution to address these matters. The application form is included with this letter, and this letter shall serve as written narrative of the dispute.

In the first incident described in your letter dated December 22, 2022, Piscataway Police were called. The responding officer talked with both parties and left without issuing any summons.

In the most recent incident in your letter dated August 26, 2025, the Piscataway Police were also called. The responding officer talked with management staff and left without speaking to me, attempting to locate me, or issuing any summons to me.

In none of the other interactions were the police summoned or reports filed. In none of the reports were any mention of criminal statutes being violated. I am not subject to any restraining orders by the court. I have not made any threats of bodily harm to any parties involved in these interactions. Your letter dated December 22, 2022 accused me of "Threatening and Harassing Behavior of Association Representatives". In your letter dated September 24, 2024, you state that I am not at liberty to "invite attendees to fight or issue threats." Your letter Dated August 26, 2025 warns that "Additional trespasses or assaults toward the employees, volunteers, agents or other members will be met with calls to the authorities."

You are directly and indirectly accusing me of criminal assault and threat of bodily harm, which is false. This letter shall also serve as formal notice to you that such statements are false, to cease making such statements, and to retract any such statements you have previously made. Given the number of police interactions that have already occurred, if I did engage in any criminal activity I would have been changed by now, but I haven't.

Furthermore, you are illegally trespassing me from Association property. As a licensed practicing attorney in NJ you should at a minimum be aware of NJ 2C:18-3 and understand that the statute does not pertain as I am an owner and member of the Association. You are in essence attempting to trespass me from my own property. Please cite your legal reasoning to justify your trespassing order. As far as I can tell, you have none.

The volume of aggressive, intimidating, and harassing letters you have sent me, your third-party mischaracterization and exaggeration of my behavior, your false accusations of threats and assaults, and your unjustified trespass constitute harassment against me. You and your client are attempting to silence criticism of their actions.

I am also in receipt of a political flyer connected to Board President Mohiuddin Syed, in which it is stated that "individuals were barred only after verbal abuse and threats toward staff & Trustees." I am the "individuals", and again being accused of threats I have not made. Please advise your client to cease making such false accusations against me.

Please be guided accordingly.

Sincerely,

A handwritten signature in cursive script that reads "Vincent Marchitto".

Vincent Marchitto
477 Harwick Ct.
Piscataway, NJ 08854
908-420-1905
troutman15@optimum.net

EXHIBIT

L

I, Vincent Marchito, agree to abide by the following provisions of the code of conduct in meetings:

- a. refrain from behavior which disrupts the order of the meeting. This will include shouting, demonstrations, interruptions, speaking out of turn. In short, engaging in any activity that disturbs, disrupts or impedes the orderly conduct of the meeting.
- b. refrain from creating, provoking or participating in any type of disturbance involving unwelcome or threatening physical contact or verbal abuse.
- c. Endeavor to be cordial and respectful in communicating

Vincent Marchitto

December 15, 2025

EXHIBIT

M



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Police Incident
25026238

Printed on: 11-25-2025 09:33:45

Basic Information		
AGENCY	INCIDENT NUMBER	REPORT NUMBER
PIS-PD	25026238	1
REPORT TYPE	REVIEW STATUS	
INCIDENT	APPROVED	
CASE TITLE	LOCATION	
DISORDERLY CONDUCT	550 CHESTERFIELD DR PISCATAWAY, NJ 08854	
DATE/TIME REPORTED	DATE/TIME OCCURRED EARLIEST	DATE/TIME OCCURRED LATEST
11-05-2025 18:51:28	11-05-2025 18:51:28	11-05-2025 18:51:28
INCIDENT TYPE / OFFENSES		
(2C:33-2) DISORDERLY CONDUCT		

Person(s)			
ROLE	NAME	SEX	RACE
INVOLVED PARTY	VINCENT ANGELO MARCHITTO	MALE	WHITE
REPORTING PERSON	SONIA N DANQUAH	FEMALE	BLACK

Officer Report		
REPORT NUMBER	REPORT TYPE	REVIEW STATUS
1	INCIDENT	APPROVED
OFFICER REPORT NARRATIVE		
<p>On Wednesday, November 5, 2025 at approximately 6:51 p.m. Ptl Azambuja and I responded to the Society Hill Association Office for a male who returned after being trespassed. The male, Vincent Marchitto, was reported to be at the club house during a homeowner's association meeting.</p> <p>Once on scene, Ptl Azambuja spoke with the caller, Sonia Danquah, who stated that Marchitto, who is a resident of the neighborhood, returned to the club house after he was served with a letter from the association's lawyer. In the letter, it stated he was no longer</p>		



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Police Incident
25026238

Printed on: 11-25-2025 09:33:45

welcome at the clubhouse after a previous incident when Marchitto became upset at a meeting. While Marchitto was served with the letter, he was never trespassed from the clubhouse by Piscataway Police. Danquah stated that Marchitto is more than welcome to attend the meeting via Zoom, but he was not welcome to the in person meeting.

Officers spoke with Marchitto regarding the incident. He showed me a copy of the letter he was sent by the association's lawyer. I am familiar with Marchitto from an incident in August when the association called about him attempting to go to a meeting.

(CAD 25020206). At that time he left the area to attend the meeting online. I spoke with him and he stated he was running for a chair position and tonight the votes were being counted. He wanted to be present to confirm a fair count and that there were no issues with the voting. He advised the meeting is also online and there was a camera on the individuals counting the votes. Marchitto was advised that he was not currently welcome at the meeting but he could attend online. He stated that we was currently in talks with a lawyer to try and come to a resolution for the ongoing problem. Marchitto left the area without incident.

Ptl Azambuja returned to Danquah and advised her she has the right to come to municipal court to press charges against Marchitto if she would like.

Officer Data		
REPORTING OFFICER	REPORTING OFFICER RANK	DATE/TIME ENTERED
BARRY, P (1211)	PTL	11-05-2025 22:18:31
APPROVING OFFICER	APPROVING OFFICER RANK	DATE/TIME APPROVED
MANCO, D (1114)	SGT	11-05-2025 23:30:12

EXHIBIT

N

Laura Borth
Senior Attorney
Phone: 973.898.6502 Fax: 973.898.6506
lborth@beckerlawyers.com



Becker NE, P.C.
A professional corporation incorporated in the State of New York
1776 on the Green
67 East Park Place, Suite 800
Morristown, NJ 07960

January 15, 2026

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
REGULAR MAIL AND EMAIL [troutman15@optimum.net]
Vincent Marchitto
477 Harwick Court
Piscataway, New Jersey 08854

NOTICE TO CEASE

Re: Society Hill at Piscataway Condominium Association, Inc. ("Association") – Inappropriate Conduct at Virtual Board Meeting

Dear Mr. Marchitto:

As you know, this law firm is counsel to the Association. This letter will confirm that you breached the Association's Policy Resolution No. 1 Regarding Rules of Conduct and Confidentiality for All Attendees at Meetings (the "**Meeting Conduct Policy**") during a recent virtual open Board meeting by acting inappropriately and talking out of turn.

The Meeting Conduct Policy, which was approved by a majority of the Board at an open Board meeting on July 17, 2024¹, expressly provides that:

- a. All attendees will refrain from behavior which disrupts the order of the meeting. This will include shouting, demonstrations, interruptions, speaking out of turn. In short, engaging in any activity that disturbs, disrupts or impedes the orderly conduct of the meeting.

- c. Communication during a meeting must be cordial and respectful and limited in duration so as not to monopolize discussion or overwhelm the orderly progress of the meeting.

¹ A copy of the Meeting Conduct Policy and the July 17, 2024 Open Meeting Minutes are attached.

1

Vincent Marchitto
January 15, 2026
Page 2

Your conduct at the recent meeting violated these provisions. We understand that this is not the first time that you have violated the Association's Meeting Conduct Policy and otherwise acted inappropriately with respect to Association matters. As you will recall, you signed an agreement to abide by the code of conduct on or around December 15, 2025 in order to be permitted back into the clubhouse. (A copy of that signed agreement is attached). Your recent conduct constitutes a breach of that agreement.

In addition, we refer you to letters sent to you by the Association's prior counsel on December 22, 2022, September 24, 2024, and June 6, 2025, copies of which are enclosed. This is a final warning.

As you are aware, pursuant to the Meeting Conduct Policy:

Failure to comply with this Code of Conduct, use of inappropriate, threatening, abusive language or conduct which disturbs, disrupts or impedes the orderly conduct of meetings **may result in exclusion from the meeting, exclusion from future meetings for a time, removal from service on the board, or any other remedy available at law.** (emphasis added).

Further, it is the duty of the Board President to preside at all meetings of the Members and of the Board of Trustees. This duty includes maintaining order to ensure that the meeting runs smoothly so that Association business may be conducted in an orderly and efficient manner.

Finally, as a reminder, copies of the Society Hill at Piscataway Board Member Confidentiality Agreement and the Board of Trustees Code of Ethics are attached for you to sign and return to Management.

Be guided accordingly.

Very truly yours,



Laura Borth
Senior Attorney

Encls.

POLICY RESOLUTION NO. 1 REGARDING
RULES OF CONDUCT AND CONFIDENTIALITY
FOR ALL ATTENDEES AT MEETINGS

These rules of conduct and confidentiality are intended to promote the conduct of civil and constructive meetings.

- a. All attendees will refrain from behavior which disrupts the order of the meeting. This will include shouting, demonstrations, interruptions, speaking out of turn. In short, engaging in any activity that disturbs, disrupts or impedes the orderly conduct of the meeting.
- b. All attendees will refrain from creating, provoking or participating in any type of disturbance involving unwelcome or threatening physical contact or verbal abuse.
- c. Communication during a meeting must be cordial and respectful and limited in duration so as not to monopolize discussion or overwhelm the orderly progress of the meeting.
- d. The meeting's official record is the approved minutes. No recording will be made or kept.
- e. Each trustee of the Association acknowledges and agrees to keep confidential any and all matters of which he or she becomes aware as a result of the participation or involvement as a trustee of the Association, which pertain to the following:
 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 matters falling within the attorney/client privilege; or
 4. Any matter involving the employment, promotion, discipline or dismissal of a specific officer, contractor or employee of the Association
- f. Each trustee of the Association acknowledges and agrees that participation and attendance at meetings is an important component of service on the board of trustees. The failure of a trustee to participate and attend meetings on a regular basis constitutes a breach that adversely affects the interests of the association's members. As such, missing 2 consecutive meetings or 50% of the meetings within 12 months may be considered good cause for removal. The trustee will be afforded Alternative Dispute Resolution (ADR) if so, requested by the subject trustee pursuant to N.J.A.C. 5:26-8.11(b)(1) in which the ADR provider may conclude that there was a breach that adversely affected the interests of the association members.

- g. In the event that a trustee is not in "good standing" as defined in NJSA 45:22A-23(r), the trustee will be deemed ineligible to participate in board business or meetings or otherwise act in a trustee capacity. For first instance where "good standing" is not maintained, if the trustee's membership is not restored to good standing within 30 days, the trustee's seat shall be considered vacant and subject to replacement pursuant to the bylaws regarding vacancies on the board. Thereafter, if within 12 months, "good standing" is not maintained, in that event, if the trustee's membership is not restored to "good standing" within 15 days, the trustee's seat shall be considered vacant and subject to replacement pursuant to the bylaws regarding vacancies on the board.

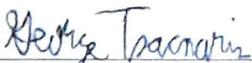
Failure to comply with this Code of Conduct, use of inappropriate, threatening, abusive language or conduct which disturbs, disrupts or impedes the orderly conduct of meetings may result in exclusion from the meeting, exclusion from future meetings for a time, removal from service on the board, or any other remedy available at law.

This resolution was adopted by the Board of Trustees at a duly called open meeting held:
July 16th, 2024.

Attest: Society Hill at Piscataway
Condominium Association, Inc.

Mohiuddin Syed
2024.07.26 12:19:32 -04'00'

Mohiuddin Syed, President


George Tsacnaris, Treasurer

EXHIBIT

O

Tia Mitchell, Esq.
trmitchell@beckerlawyers.com
Phone: (862) 309-5925 Fax: (973) 898-6506



Becker NE P.C.
1776 On The Green
67 East Park Place, Ste. 800
Morristown, New Jersey 07960

March 2, 2026

VIA EMAIL ONLY (jvyzas@schiller.law)

K. Joseph Vyzas, Esq.
Schiller, Pittenger & Galvin, P.C.
1771 Front Street
Scotch Plains, New Jersey 07076

**Re: Society Hill at Piscataway Condominium Association, Inc.
Unacceptable Conduct on Behalf of Vincent Marchitto**

Dear Mr. Vyzas:

As you know, this firm represents Society Hill at Piscataway Condominium Association, Inc. (the "*Association*"). Per your discussion with my colleague Tana Bucca, we are writing to you regarding an urgent matter concerning your client Vincent Marchitto's unacceptable conduct towards the Association's Property Managers, Sonia Danquah and Liz Tome ("*Management*").

Specifically, we have been informed that on February 26, 2026, Mr. Marchitto verbally accosted Ms. Danquah in a hostile and threatening manner. Ms. Danquah reported that upon entering the Association's Clubhouse, Mr. Marchitto inquired as to his "Board View" access in Connect. Ms. Danquah advised Mr. Marchitto that Management's IT team confirmed that his access has been enabled. Shortly thereafter Mr. Marchitto became visibly agitated and accused Ms. Danquah of intentionally blocking his access. Mr. Marchitto then proceeded to yell and point his finger at Ms. Danquah, causing her to feel threatened and afraid for her safety. This confrontation ceased only after Ms. Danquah locked herself and Ms. Tome in the Management Office. A video documenting this conduct is enclosed with the email transmitting this letter for your reference.

As you are aware, this is not the first time Mr. Marchitto has exhibited threatening and hostile behavior towards Management. Indeed, the Piscataway Police Department has responded to the Management Office on three prior occasions, December 20, 2022 (CAD Incident Report #22033983), August 26, 2025 (Dispatch Incident #25020206), and November 5, 2025 (Police Incident #25026238), to address such behavior. Page two of the aforementioned December 20, 2022 police report specifically provides "hostile homeowner yelling at management" as the reason for the call and proceeds to identify your client as the aggressor. Mr. Marchitto is also named as the aggressor under the "Incident Notes" on page two of the August 26, 2025 police report ("Vincent Marchitto of 477 Harwick Ct was verbally abusive to staff"). Copies of the police reports referenced herein are enclosed herewith for ease of reference.

In addition to the aforementioned police reports, the Association has sent several letters to both you and Mr. Marchitto, one of which is dated as recently as January 15, 2026, concerning Mr. Marchitto's conduct. Said letters, copies of which are attached hereto, are dated as follows: i) December 22, 2022, ii) September 24, 2024, iii) June 6, 2025, iv) August 26, 2025, and v) January 15, 2026. As indicated in this firm's January 15, 2026 correspondence, Mr. Marchitto's repeated offensive conduct is in violation of the Association's Policy Resolution No. 1 Regarding Rules of Conduct.

K. Joseph Vyzas, Esq.
 March 2, 2026
 Page 2

These letters coupled with the above-mentioned police reports clearly demonstrate a pattern of threatening, hostile, and abusive conduct towards Management which is in violation of the Association's Rules. Evidently, Mr. Marchitto has been given several warnings regarding his behavior but nonetheless has continued to act in such a manner. Mr. Marchitto has demonstrated an inability to control his emotions and has continuously acted reprehensibly both when interacting with Management and while attending Board meetings. **The behavior described herein is unacceptable and will no longer be tolerated.**

In light of the foregoing, the Board of Trustees (the "**Board**") has decided, based upon good cause, to immediately begin procedures to remove Mr. Marchitto from the Board. **CONSEQUENTLY, MR. MARCHITTO IS HEREBY SUSPENDED FROM THE BOARD EFFECTIVE IMMEDIATELY.** All such attendant rights, privileges, authority, and responsibilities are likewise hereby suspended.

Given the serious nature of Mr. Marchitto's behavior, he is no longer entitled access to the Clubhouse in accordance with Section 4.12 of the Association's By-Laws (the "By-Laws"). Moreover, Mr. Marchitto is prohibited from contacting, communicating with, or coming within 20 feet of Management. Instead, please direct all communications with respect to the Association to the undersigned's attention.

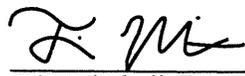
In furtherance of the above, the Board will be voting on Mr. Marchitto's removal from the Board at an open meeting scheduled for Wednesday, March 4, 2026 in accordance with Section 5.05 of the By-Laws. Mr. Marchitto will be given an opportunity to make a brief statement prior to said vote. **Before continuing with the process of removal, the Board is providing Mr. Marchitto with the opportunity to voluntarily resign from his seat on the Board. Please advise this office no later than 5:00 PM on March 3, 2026, if Mr. Marchitto will be accepting the Board's offer to voluntarily resign for personal reasons. If we do not hear from you on or before that time, we will assume Mr. Marchitto does not wish to voluntarily resign and will advise the Board accordingly.** The Association will immediately proceed with scheduling arbitration of this matter with the Hon. Richard Camp, Ret. should Mr. Marchitto decline to resign.

This notice is being sent without prejudice to, nor waiver of any rights, claims, defenses or contentions of the Association. The Association reserves all of its rights and remedies with respect to the above-mentioned matter, including but not limited to the right to recover all attorneys' fees and costs incurred in connection with this matter. The Association also expressly reserves all rights to implement any and all fines and costs as permitted by the Association's governing documents in connection with this matter and Mr. Marchitto's conduct as stated above.

Please be guided accordingly.

Very truly yours,

BECKER NE P.C.


 Tia Mitchell, Esq.

Encl.

cc: Society Hill at Piscataway Condominium Association, Inc. (via email)

2



PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Police Incident
26004680

Printed on: 02-27-2026 13:38:46

Basic Information		
AGENCY	INCIDENT NUMBER	REPORT NUMBER
PIS-PD	26004680	1
REPORT TYPE	REVIEW STATUS	
INCIDENT	APPROVED	
CASE TITLE	LOCATION	
VERBAL DISPUTE/DANQUAH	550 CHESTERFIELD DR PISCATAWAY, NJ 08854	
DATE/TIME REPORTED	DATE/TIME OCCURRED EARLIEST	DATE/TIME OCCURRED LATEST
02-26-2026 12:06:27	02-26-2026 12:06:27	02-26-2026 12:06:27
INCIDENT TYPE / OFFENSES		
(4720) VERBAL DISPUTE-NON DOMESTIC VIOLENCE		

Person(s)			
ROLE	NAME	SEX	RACE
INVOLVED PARTY	ELIZANGENA TOME	FEMALE	WHITE
INVOLVED PARTY	VINCENT ANGELO MARCHITTO	MALE	WHITE
INVOLVED PARTY	SONIA N DANQUAH	FEMALE	BLACK

Officer Report		
REPORT NUMBER	REPORT TYPE	REVIEW STATUS
1	INCIDENT	APPROVED
OFFICER REPORT NARRATIVE		
<p>On February 26, 2026, I responded to 550 Chesterfield Dr for a verbal dispute. Upon arrival, I met with Ms. Sonia Danquah, the caller. Ms. Danquah claimed one of their board members, Mr. Vincent Marchitto, came into the club house today and was berating her and another employee, Ms. Elizangena Tome, regarding information he should have access to as a board member. When Ms. Danquah explained to Mr. Marchitto certain board members can only access certain information and only the board president can access all the information. Mr. Marchitto grew angry and started yelling at both females and pointing</p>		

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PISCATAWAY POLICE DEPARTMENT
PISCATAWAY, NJ
Police Incident
26004680

Printed on: 02-27-2026 13:38:46

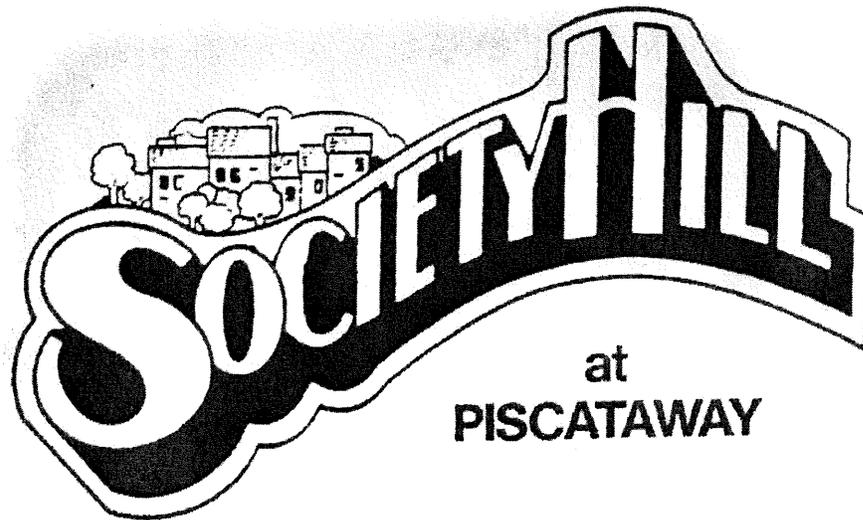
his fingers at them. Ms. Danquah claimed this is an ongoing issue and simply wishes it be documented for future references.

Officer Data		
REPORTING OFFICER	REPORTING OFFICER RANK	DATE/TIME ENTERED
WEI, R (1140)	PTL	02-26-2026 13:07:45
APPROVING OFFICER	APPROVING OFFICER RANK	DATE/TIME APPROVED
ABODE, T (1121)	LT	02-26-2026 13:48:22

EXHIBIT

P

Residents Handbook Rules Regulations And General Information



Association Office: 550 Chesterfield Drive
(201) 463-3434

Township Emergency Calls

Police 562-1100
Fire 562-2333

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Welcome
TO
SOCIETY HILL
AT PISCATAWAY

Society Hill at Piscataway is a Condominium Development within the Township of Piscataway, County of Middlesex, established under the laws of the State of New Jersey.

This orientation handbook is designed to introduce you to the Association and the facilities available. For everyone to get the most out of our new environment, it is imperative that certain rules and regulations be observed. This orientation handbook is not intended to supercede or replace the recorded Master Deed and if this handbook conflicts with the recorded Master Deed or By-Laws, the recorded Master Deed and By-Laws shall govern, however, the Rules and Regulations have been approved and adopted by the Board of Trustees.

Society Hill at Piscataway consists of:

- 55 Acres
- 545 Condominium Units Maximum
- 2 Tennis Courts
- 1 Swimming Pool
- A Clubhouse

YOUR CONDOMINIUM PROPERTY

The condominium concept of real estate ownership has its origin in the laws of ancient Rome and has been made a part of modern living by laws enacted by the State Legislature.

Condominiums consist of three separate elements:

- 1) Common elements, which belong to everyone, includes all grass, sidewalks, roads, the outside of buildings and the recreational facilities.
- 2) Limited use common elements, which include deeded parking spaces, stairways, attics and patios adjacent to your units whether enclosed or not. Although these are common elements, they are limited to your use.
- 3) Restricted use elements which are the inside air space of your unit from painted wall to painted wall.

THE ADMINISTRATION ASSOCIATION

The Condominium shall be administered, supervised and managed by Society Hill at Piscataway Condominium Association, Inc., having its principal office at 550 Chesterfield Drive, Piscataway, New Jersey 08854. The members of the Association shall elect a Board of Trustees, as set forth in the Master Deed, who shall be vested with the Rights, Powers and Privileges and duties necessary for proper administration in accordance with the provisions of the Master Deed, the By-Laws and the Rules and Regulations of the Association and the Condominium Act of the State of New Jersey.

ASSOCIATION MEMBER

Every owner or co-owner of a unit is a member of the Association until such time as his ownership of a dwelling unit ceases. Each unit in good standing may exercise one vote in any election conducted by the Association. Tenants of a unit are not members of the Association, and therefore are not entitled to vote unless the member shall permit the tenant or occupant to exercise the proxy vote of the member.

RESIDENT MEMBER

A resident member is a permanent resident of the unit. A visiting member of the family is not considered a resident member, but is a guest subject to all rules applicable to guests.

RENTAL RESTRICTIONS OF UNITS

No unit may be rented for less than 180 days and the tenant must comply with all restrictions applicable to owner occupants of units. When a unit owner wishes to rent his unit he must notify the Association and furnish the Association with a copy of the Rental Agreement. The unit owner is responsible at all times for the conduct of his tenants. Any owner renting his unit is not entitled to any owner privileges in Society Hill South at Piscataway except for the right to vote at Association elections.

RESALE OF UNITS

It is the responsibility of the unit owner to notify the Association of the sale of his unit. This is to allow the Association to update its records.

MAINTENANCE ASSESSMENT

Your quarterly assessment pays for these and other items:

- 1) Recreation facilities maintenance.
- 2) Grounds maintenance except for foundation plantings done by residents.
- 3) Painting and repair of all buildings except painting, decorating or repairs to the interiors of units.
- 4) Painting and repairs to the Clubhouse and other Association buildings.
- 5) Heating and air-conditioning of the Clubhouse.
- 6) Trash and snow removal.
- 7) Payment of all Association sub-contractors.
- 8) Insurance for all common elements.
- 9) Legal counsel and accounting services.
- 10) Payment of Association utility charges.
- 11) Payment of land taxes and mortgages, if any, on recreational facilities or common elements which may be taxed separately.
- 12) Fidelity Bonds.
- 13) Capital reserves replacement fund.

ACCESS TO CONDOMINIUM UNITS

The Association shall have the irrevocable right, to be exercised by the Trustees or Manager of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units. Reasonable notice will be attempted to be given to the unit owner/occupant except in an emergency situation.

SOCIETY HILL AT PISCATAWAY ASSOCIATION OFFICE

The Association Office is located in the Clubhouse.

BOARD OF TRUSTEES

The affairs of the Association shall be governed by a Board of Trustees consisting of seven (7) persons elected in accordance with the Master Deed and By-Laws.

At the first annual meeting of the members of the Association, subsequent to the time when all members of the Board of Trustees shall be unit owners, two Trustees shall be elected to serve for a term of three years, two shall be elected to serve for a term of two years and the remaining three Trustees shall be elected to serve for a term of one year. At the expiration of the initial term of each Trustee, his successor shall be elected to serve for a term of three years, provided that each Trustee shall continue to hold office until his successor is elected. Trustees shall serve without compensation.

The Trustees shall be guided in their administration of the Association by the Master Deed and Declaration of Covenants and Restrictions, the By-Laws and such Rules and Regulations as may be promulgated.

STANDING COMMITTEES

It is to be remembered that all committees and the Board of Trustees at Society Hill at Piscataway are comprised of residents such as ourselves, who are volunteering their time and efforts to serve our community. The general giving of their knowledge for the betterment of Society Hill at Piscataway should be appreciated by all. It behooves all residents to serve upon and aid these committees as often and as much as possible and to abide by their decisions. ALWAYS REMEMBER—THEY ARE VOLUNTEERS. The standing committees are:

ARCHITECTURAL CONTROL COMMITTEE

PURPOSE

To assist the Board of Trustees in maintaining the beauty and aesthetic appearance of Society Hill at Piscataway.

ORGANIZATION

The Architectural Control Committee will consist of at least five (5) persons approved by the Board from the membership of the Association. The Chairperson is appointed by the Board of Trustees for a period of two years.

SCOPE

Those residents wishing to modify or change their unit in any way affecting common elements of limited use common elements (interior or exterior), such as: construction of a vestibule, relocation or removal of interior walls, a patio or walkway; moving or installing outside patio doors, skylights or fences, changing doors to windows; adding windows; covering meters; installing awnings or door hoods; or any other changes, must submit a request in writing with an accompanying sketch to:

The Architectural Control Committee
Society Hill at Piscataway Condominium Association

The Committee will review all written requests submitted to them and either approve or disapprove the request in writing. The applicant must be notified in either case within 30 working days of the date of the request. Copies of all requests and the action taken will be provided to the Trustees at their monthly meeting. The Association Office will provide the necessary administrative assistance.

If a major modification such as a skylight, patio, patio enclosure, change of doors to windows is approved, the resident MUST file a restrictive covenant form with the County Clerk which frees the Association from all maintenance for these encroachments on the common area. These forms will be sent to you together with the approval letter from the Association Office.

Under no circumstances shall changes be made before approval is given.

BUILDING CAPTAIN COMMITTEE

This group provides a two-way channel of communication between the Board of Trustees and the residents. Building Captains meet monthly with a board liaison to receive updates concerning the Association, to ask questions and to express their neighbors' ideas and concerns. Each member completes a checklist concerning the condition of their building and the surrounding grounds, alerting the board to areas in need of corrective action. In addition, Building Captains serve as a contact person in case of emergency.

THE FINANCE COMMITTEE

The Finance Committee shall:

Prepare an annual budget which shall be effective only after approval by the Board of Trustees.

Review receipts and expenditures of the Association to determine whether operations are within budgetary projections.

Make recommendations to the Board for the reduction of expenditures, the reallocation of funds and the control of bank deposits and other investments.

Assist in the preparation of an annual fiscal report, and report on their activities at the open Quarterly Meetings.

The Treasurer shall be an ex officio member of this Committee.

OTHER COMMITTEES

HOUSE AND RECREATION COMMITTEE

The House and Recreation Committee is responsible for recommending to the Association rules and regulations governing the use of the Clubhouse and recreation facilities. Such recommendations may also include the purchase of furniture and accessories for the Clubhouse and furniture and equipment for the recreational facilities. Recommended rules for the recreational facilities may also include suggested fees, if any.

COVENANTS COMMITTEE

Preamble:

Since we at Society Hill at Piscataway have a set of Rules and Regulations, we must have a method of enforcing them for the greatest benefit of all.

Therefore, a Covenants Committee, consisting of five members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner:

- 1) providing for visual harmony and soundness of repair;
- 2) avoiding activities deleterious to the esthetic or property values of the Condominium;
- 3) furthering the comfort of the Unit Owners, their guests, invitees and lessees; and
- 4) promoting the general welfare and safety of the Condominium community.

The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Common Elements in accordance with standards and guidelines contained in the Master Deed or By-Laws or otherwise adopted by the Board.

The Covenants Committee shall have the power to issue a cease and desist request to a Unit Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Condominium Act, the Master Deed, By-Laws, the Rules and Regulations or resolutions of the Board (upon petition of any Unit Owner or upon its own motion). The Covenants Committee shall from time to time, as required, provide interpretations of the Master Deed, Articles of Incorporation and By-Laws, Rules and Regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Trustees by any Party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

The Covenants Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution including the right to impose fines. The Board may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case by case basis by vote of a majority of its full authorized membership thereof. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by resolution of the Board. Notwithstanding the foregoing, no action may be taken by the Covenants Committee without giving the Unit Owner(s) involved at least (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

BUILDINGS & GROUNDS COMMITTEE

The Buildings & Grounds Committee shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of both buildings and grounds in the Common Area and properties and shall perform such other functions as the Board may determine.

NEWSLETTER COMMITTEE

The Newsletter Committee is responsible for publishing the "Society Pages", which communicates the actions of the Board of Trustees and Committees along with information of interest to the residents. The objective of the Newsletter Committee is to keep owners and tenants informed and to generate a sense of "community".

GENERAL INFORMATION

BULLETIN BOARDS

A Bulletin Board is located in the Clubhouse for use by all residents. All notices must be processed through the Office and will be posted on the Board for a maximum of 30 days.

COMPLAINTS

If a resident has complaints or problems, they should call the Association Office or, upon request fill out a written complaint.

LAWNS AND SPRINKLERS

The Association is responsible for all lawn maintenance and foundation plantings put in by the Developer. Lawns will be watered as needed by the Grounds Maintenance Contractor.

LIGHTING

The responsibility for the maintenance and repair of street lights is that of the local utility company. The Association pays for the use of the lights. If a light in your area is defective, please notify the Association Office giving the number that is mounted on that pole. The common area hall lights are the responsibility of the Association. Please call the Office when replacement is necessary.

NOISE

As a matter of neighborly courtesy, the operation of washers and dryers after 10 PM is strongly discouraged, as is the use of loud radios or television sets.

OUTDOOR WATER SPIGOTS

The townhouse units have outdoor water spigots. The water used from these spigots is charged to the individual homeowners and is therefore not common property.

QUARTERLY MAINTENANCE ASSESSMENTS

Billing for the Association Quarterly Maintenance Fee will be made on January 1, April 1, July 1 and October 1, and payment is due by the 10th day of those months.

RESIDENT ABSENCE

Residents who are going to be absent from their units for a period of 72 hours or longer are requested to provide the Association Office with the address and telephone number where they can be reached and/or the name, address and telephone number of a person to contact in case of emergency.

SOLICITATION

No solicitation without authorization is allowed in the Condominium. This includes the distribution of flyers and the posting of signs inside or outside a unit or in a window of a unit.

TRASH COLLECTION

Trash collection will be on Monday, Wednesday and Friday mornings. Trash should be placed in plastic bags and set at curbside on the morning of pick up. Trash put out overnight is likely to be torn open by animals. The cost of cleaning up such scattered trash will be assessed against the unit placing the garbage outside prior to the morning of pick up. Boxes and containers from move-in will be picked up when left at curbside. For pick-up of items of furniture and appliances, call the disposal company. (The Association Office will provide the name and telephone number of the current contractor.)

RECYCLING

Recycling is mandatory. Pick up will be on the first and third Monday of each month (except when it falls on a holiday). Bottles must be separated by color. Bottles and cans must be placed in sturdy containers (not bags), newspapers must be tightly tied with string no higher than 12" high. All recyclables must be placed at curbside the morning of pick up only.

TV ANTENNAS

All units are pre-wired for cable television. Connection to the cable system is the responsibility and expense of the Homeowner and must be arranged directly with the cable television company. No antenna of any type is permitted in or on any of the common elements, including the roof or attic crawl space.

GENERAL RULES AND REGULATIONS

ANIMAL CONTROL

All pets must be kept on a leash and are not allowed to run free. Cats should be kept indoors at all times. Pets are not allowed to be tied outside a unit on common grounds or left unattended on porches, patios or at the main entrance of units. No resident shall keep, harbor or maintain any animal which habitually barks or cries so as to disturb the public peace. Owners of pets that are left alone for extended periods of time must see that the windows and doors of the units are closed.

No animals are allowed in the Clubhouse or in any of the recreational areas.

It is prohibited to walk a pet to relieve itself on the sidewalks, common areas in the immediate front or rear of units, on the roadways or in parking areas. Owners must carry an implement or other means of picking up the droppings and removing them. Disposing of droppings down the storm sewers or disposing of cat litter down the toilets is prohibited. Please be considerate of fellow residents when walking your pets.

GUESTS

Resident members are fully responsible for the conduct and actions of their guests. Members must sign guests in at the pool and tennis courts and recreation building prior to their using the facilities and will be responsible for appropriate guests' fees, if any.

LAUNDRY

Hanging of laundry outdoors on a clothesline or dryer rack is prohibited. No laundry may be hung on balconies or patios where it can be seen.

OUTDOOR FURNITURE

Outdoor or lawn furniture must not be left on lawns or among the shrubs when not in use. This allows the lawn maintenance to proceed unimpeded by obstacles and precludes damage to personal property. Lawn ornaments or decorations are prohibited.

OUTDOOR PLANTING

Residents are permitted to landscape the foundation area of their units without approval. However, once planted the resident is responsible for the care and maintenance of this area. Foundation area is defined as the area extending from the foundation for a distance of 3 feet.

No other plantings are permitted without the approval of the Architectural Control Committee. This is to prevent unintentional damage to underground wires and sprinkler systems and to insure that lawn mowing can be performed without too many obstacles. Fruit or vegetable plants are not permitted.

STORAGE

Bicycles, trunks, lawn furniture, cooking grills, etc. are not to be stored on or under stairs or on patios or balconies. Decorative benches or tables may be permitted upon approval of the Architectural Control Committee.

TRAFFIC AND PARKING REGULATIONS

SPEED LIMITS

The speed limit throughout Society Hill at Piscataway is 25 MPH. Title 39-A of the New Jersey Motor Vehicle Code allows the state and local police to issue speeding tickets on our private streets.

STOP SIGNS

Residents must observe all traffic signs. In the absence of a Stop Sign, it is always wise to stop and look in both directions before proceeding through a main intersection or onto a main roadway.

VEHICLE OPERATION

No vehicle without adequate noise suppression shall be operated in Society Hill at Piscataway nor shall any vehicle be operated in a manner so as to create excessive noise. No motorized vehicle may be operated in any area other than the roadways.

BICYCLES AND JOGGERS

Bicycles may be operated on the streets only and joggers may jog on the streets only, in a careful, cautious and prudent manner so as to avoid injury to themselves or others. Bicycle riders and joggers must move in the same direction as the traffic and on the area along the curb.

PARKING

- 1) Each unit is assigned one parking space for their private use, and residents should use that space. Please do not park in another's assigned space.
- 2) Only private passenger-type cars, station wagons, vans and two-wheel, motorized vehicles are allowed to park overnight.
- 3) No recreational vehicles (campers, house-trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without special permission of the Manager who has been given this authority by the Board of Trustees. When such permission is granted, the vehicle must be parked in a predesignated area and cannot be used as living quarters.
- 4) All vehicles parked in Society Hill at Piscataway must be kept in operable condition and have current plates and inspection stickers.
- 5) Residents will refrain from performing any repairs or service to their vehicles which could cause damage to the common area or cause a nuisance to other residents.
- 6) During snow removal times, owners must cooperate with the equipment operators by moving their vehicles if requested.
- 7) In the event a car is parked within 10 feet of a hydrant, is impeding a snow plow or blocking someone else's parking space, reasonable efforts will be made to locate the owner. If the owner cannot be located or, if located, refuses to move the vehicle within a reasonable time, it will be towed to a common parking area at the owner's expense.
- 8) Residents will be responsible for compliance with all parking regulations by their guests.

RECREATION FACILITIES

POOL RULES AND REGULATIONS

- 1) Every resident, age three and above, will need a photo I.D. card. Each unit will be permitted 2 guests per day at \$1.00 per guest.
- 2) Guests must be accompanied by a member.
- 3) Children under the age of 12 must be accompanied by an adult, age 18 years or older.
- 4) Babies must wear rubber pants while in the water.
- 5) Children must be supervised at all times in the pool enclosure and in the clubhouse. Toddlers must be accompanied by adults while in the water.
- 6) Cribs and playpens are NOT permitted at pool side under any circumstances.
- 7) Pets are NOT permitted in the pool enclosure or the clubhouse.
- 8) Cut-offs are NOT permitted in the pool because they are not considered proper bathing attire.
- 9) Persons in bathing suits and bare feet are NOT permitted on the carpeting or furniture in the clubhouse.
- 10) Bathers must cover "common owned" chairs and lounges with towels to protect the from sun tan oil and lotion.
- 11) Chairs and lounges cannot be reserved in advance nor may they be "held" for persons arriving later. Residents may bring their own chairs and remove them upon departure, but the Association will not have any responsibility in case of damage or loss.
- 12) All chairs, tables and strollers are NOT allowed within 4 feet of the pool. No tables or chairs can be used beside the deep end of the pool or the deck area to the right of the pool when looking from the clubhouse. At the discretion of the lifeguard, a designated area will be assigned for strollers. Removal of clubhouse furniture is NOT permitted.
- 13) Food is NOT permitted in the pool enclosure. Beverages are permitted in the pool area, but they must be in plastic containers or a thermos. Glass and cans are NOT permitted in the pool area. No alcoholic beverages are permitted in the pool area. All pool users will be responsible for cleaning up after themselves.
- 14) Showers are to be taken before entering the pool.
- 15) Any person showing any evidence of skin disease, sore or inflamed eyes, cold, nasal, ear discharges or any communicable disease shall be refused admission by the lifeguard.
- 16) All residents and their guests must sign in immediately upon entering the pool area.

- 17) Flotation devices of any kind are not permitted in the pool.
- 18) No running around the deck area. No horseplay or unnecessary splashing in the pool. Be considerate of others.
- 19) Lifeguards have the final say as to whether the pool will be open or closed during inclement weather.
- 20) Under normal conditions the following schedule will prevail:

Daily: Memorial Day thru Labor Day
Hours: 10 AM - 8 PM

TENNIS COURT RULES

- 1) Playing time is limited if other residents are waiting to play, i.e. Singles—One hour; Doubles—One-and-one-half hours.
- 2) Doubles play has preference over singles play when the court is crowded.
- 3) Tennis shoes and proper attire are required.
- 4) Guests must be accompanied by the resident. No more than three guests may use the court at any one time.
- 5) Youngsters under 18 may use the court when not required by adult residents, but they must be accompanied by a resident adult at all times.
- 6) No alcoholic beverages and no glassware are permitted on the court.

EXHIBIT

Q

MASTER DEED AND DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS
OF SOCIETY HILL AT PISCATAWAY CONDOMINIUM

This Deed, made this 11 day of October, 1985 by K. Hovnanian at Piscataway, Inc. a corporation of the State of New Jersey, with its principal office at 10 Highway 35, in the Township of Middletown, County of Monmouth, and State of New Jersey, hereinafter referred to as "Sponsor".

Whereas, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; and

Whereas, it is the present intention of the Sponsor to construct, in stages, a condominium consisting of 545 units by October, 1986, pursuant to the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 et seq. (The Condominium Act) under the name of Society Hill at Piscataway Condominium and,

Whereas, the Sponsor at this time intends to establish the condominium as a Five Hundred Forty-Five (545) unit condominium reserving the right, but not the duty, to add additional sections, buildings, and units to the condominium and to those ends to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESSETH:

1.00 Establishment of Condominium. Sponsor, does hereby make, declare and publish its intention and desire to submit, and does hereby submit, the lands and premises owned by it in the Township of Piscataway, County of Middlesex and State of New Jersey, being more particularly described, on Exhibit "C" and Exhibit "D" as "Society Hill at Piscataway" to the form of ownership known and designated as condominium as provided by and in accordance with the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.) for the specific purpose of creating and establishing Society Hill at Piscataway Condominium (the "Condominium") and for the further purpose of defining the plan of unit ownership and imposing thereon certain restrictive and protective covenants for the benefit of said Condominium, subject to Sponsor's rights to amend as set forth in paragraph 11.

2.00 Definitions. For the purpose hereof, the following terms shall have the following meanings unless the context in which same is utilized clearly indicates otherwise:

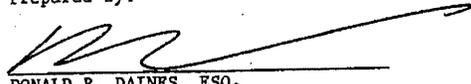
2.01 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association together with all future amendments of supplements thereto.

2.02 "Association" shall mean the Condominium Association, a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of the Condominium as provided in this Master Deed and the By Laws.

2.03 "Board" shall mean the Board of Trustees of the Association and any reference herein or in the Articles of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the Membership of the Association, unless the context expressly indicates to the contrary.

2.04 "Building" shall mean each of the enclosed structures containing Units.

Prepared by:


DONALD R. DAINES, ESQ.
Attorney at Law, State of New Jersey

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2.05 "Bylaws" shall mean the Bylaws of the Association a copy of which document is attached hereto and made a part here of as Exhibit "D", together with all future amendments or supplements thereto

2.06 "Common Elements" shall include both General Common Elements and Limited Common Elements, and shall have the same meaning as "Common Elements" under N.J.S.A. 46:8B-3(d), except as same may be modified by the provisions of Paragraph 5.05 hereof, or the specific definitions set forth herein.

2.07 "Common Expenses" sometimes referred to herein as "Common Charges" shall, subject to the provisions of Paragraph 5 hereof and the specific definitions set forth herein, mean all those expenses anticipated by N.J.S.A. 46:8B-3(e), in addition to all expenses incurred by the Association, or its respective directors, officers, agents or employees, in the lawful performance of their respective duties or powers.

2.08 "Condominium" shall mean (i) all the lands and premises described in Exhibit "C" and "D"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; and (iii) all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining; and (iv) the entire entity created by the execution and recording of this Master Deed; and (v) any and all lands, premises, roads, interests, improvements, privileges which shall be added to the condominium from or on the premises described in Exhibit "A" and "B".

2.09 "Condominium Act" shall mean the provisions of N.J.S.A. 46:8B-1 et seq., and all applicable amendments and supplements thereto.

2.10 "General Common Elements" shall mean those Common Elements shown which are for the use or benefit of all of the Unit Owners, as more specifically described in Paragraph 3.02 of this Master Deed.

2.11 "Mortgagee" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, governmental agency, or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Unit.

2.12 "Lease" shall mean any agreement for the leasing or rental of any Unit of the Condominium, including any sublease.

2.13 "Limited Common Elements" shall have the same meaning as "Limited Common Elements" under N.J.S.A. 46:8B-3(k), except as same may be modified by the provisions of Paragraph 5 hereof or by the specific definitions set forth herein.

2.14 "Master Deed" shall mean this instrument together with all future amendments or supplements hereto.

2.15 "Permitted First Mortgage" shall mean and refer to any first mortgage lien encumbering a Unit which is held by a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund, governmental agency, or other financial institution, or which is a purchase money mortgage held by the Sponsor or by the Seller of a Unit.

2.16 "Property" shall mean the Complex, the land and premises described in Exhibit "C" and "D" and all improvements now or hereafter constructed in, upon, over or through such land and premises and all land or premises described in Exhibit "A" and "B" which may be added to the condominium and property by duly recorded amendments of this Master Deed.

2.17 "Rules and Regulations" shall mean the Rules and Regulations of the Association, together with all future amendments or supplements thereto. The Association shall not be required to record any amendments or supplements of the Rules and Regulations.

2.18 "Sponsor" shall mean and refer to K. Hovnanian at Piscataway, Inc., a New Jersey corporation, its successors and assigns, (excluding other Unit Owners). Sponsor shall also mean and include the term "developer".

2.19 "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use, all as more specifically described in Paragraph 3 hereof and as shown on Exhibits "B", "D" and "E" and on the floor plans Exhibits G-1 through G-9, respectively attached hereto and made a part hereof. The term shall not be deemed to include any part of the General Common Elements or Limited Common Elements situated within or appurtenant to a Unit.

2.20 "Unit Owner(s)" shall mean those persons or entities in whom record fee simple title to any unit is vested as shown in the records of the Clerk of Middlesex County, New Jersey, including the Sponsor unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a Unit Owner.

Unless the context clearly indicates otherwise, all definitions set forth in N.J.S.A. 46:8B-3 are incorporated herein by reference and the definitions set forth above shall be used in conjunction therewith.

3.00 General Description of Condominium. The Sponsor has under construction on the parcel of land and premises described aforesaid, a project known and designated as the Society Hill at Piscataway Condominium according to the survey of the premises described and the plans attached hereto as Exhibits "D" and "G", respectively. The said plans contain the dimensions of the several units at floor level, the elevation of all floors and ceilings from United States Coast and Geodetic Survey datum, and the location and dimensions of the perimeter walls of each unit with reference to established geographical points. The said project consists of multifamily dwelling buildings which will be substantially in accord with the floor plans attached as Exhibit "G", that such construction may be progressive and that those buildings which are not completed at the time of the recording of this instrument, shall be deemed in all respects, when completed to be subject to the provisions of this instrument.

The Sponsor, in order to implement the condominium plan of ownership for the above described property, improvements and prospective improvements, covenants and agrees that it hereby subdivides the above described realty and all of the improvements erected and to be erected thereon into the following fee simple estates:

3.01 Description of Units. 1. Five Hundred Forty-Five (545) separate parcels of real property, being the dwelling units, hereinafter more particularly described and as shown on Exhibits "G" and "D". Exhibit "G" contains six pages and describes the room layouts of the several units at floor level.

Each of the said dwelling units consists of (a) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors therein, including vents, doors, windows and other structural elements that ordinarily are regarded as enclosures of space, and (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions) except load bearing interior walls and partitions and (c) all windows and doors, including the glass contained therein, and (d) the decorated inner surfaces of said perimeter and interior walls (including decorated inner surfaces of all interior load bearing walls), floors and ceilings, consisting of wallpaper, paint, carpeting, tiles and all other finishing materials affixed or installed as a part of the physical structure of the unit and all immediately visible fixtures, mechanical systems, and equipment installed, and for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the dwelling building and from the utility lines, pipes and systems serving the dwelling unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or multi-unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the buildings, shall be deemed to be a part of any dwelling unit. The words "dwelling unit," when used throughout this instrument, shall be deemed to refer to each of the aforesaid dwelling units as herein described.

3.02 General Common Elements. A separate fee simple estate in the remaining portion of the lands and premises hereinabove described with all improvements constructed and to be constructed thereon, including all appurtenances thereto, which said remaining portions shall be hereinafter known and referred to as "common elements." More specifically, "general" common elements shall include, but not be limited to, the following:

(a) The parcel of land described in Exhibit "C" and "D", including the space actually occupied by the above.

(b) The multi-unit dwelling buildings described above including the space within each of said buildings not otherwise herein defined as being embraced within the dwelling units, and including the foundations, roofs, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, stairways, entrance and existing communication ways, pipes, wires, conduits, air ducts and public utility lines, including the space actually occupied by the above.

(c) All of the roads, walkways, paths, trees, shrubs, yards, gardens, etc., located or to be located on the aforesaid parcel of land.

(d) All other elements of the buildings constructed or to be constructed on the aforesaid parcel of land, rationally of common use or necessary to their existence, upkeep and safety and, in general, all other devices or installations existing for common use.

(e) The general common elements shall not include any of the dwelling units as hereinabove described and as shown on the attached Exhibits "D" and "G", notwithstanding that the multi-unit dwelling buildings in which said dwelling units shall be located may not have been constructed at the time of the recording of this instrument, it being the intention of the Sponsor that the interest in the general common elements appurtenant to each unit, as said interest shall be hereinafter defined, shall not include any interest whatsoever in any of the other units and the space within them, whether or not the buildings within which said units are or shall be located, are constructed or yet to be constructed at the time of the recording of this instrument.

3.03 Undivided Interest. For the purposes of this instrument, the ownership of each dwelling unit shall conclusively be deemed to include the respective undivided interest as specified and established hereinafter, in the common elements and each unit together with its appurtenant undivided interest in the common elements as defined and hereinafter referred to as "unit" or "dwelling unit." It is the intention of the Sponsor hereby to provide that the general common elements in the Condominium shall be owned by the owner or owners of each dwelling unit under the condominium form of ownership, the undivided interest of each unit therein being as set forth hereinafter. For the purpose of further clarifying the stated intent and purpose of the Sponsor, the aforesaid property will be owned under the condominium concept when the title to the aforesaid lands and all of the improvements constructed and to be constructed thereon are held or acquired by two (2) or more persons in any manner whereby each person is vested of (1) the fee simple ownership of one or more of the dwelling units, and (2) an undivided interest in the correlative general common elements, all pursuant to the provisions of this Master Deed, the Condominium Act and the restrictions, covenants, limitations and conditions herein set forth.

3.04 Limited Common Elements. Portions of the common elements are hereby set aside and reserved for the restricted use of the respective dwelling units to the exclusion of the other units and such portions shall be known and referred to herein as "limited common elements." The limited common elements restricted to the use of the respective units are shown graphically in Exhibit "G". Each unit owner shall be responsible for maintaining, at their individual cost and expense, all areas designated as limited common elements other than any assigned parking space. However, structural modification and maintenance of the structural components of all limited common elements shall be the responsibility of the Association. In particular, each unit owner shall be responsible for any improvements or maintenance in and to patios, porches or balconies including any glass, glass doors, screens or screen doors, none of which shall be the

responsibility for maintenance by the Association. All limited common elements, however, shall comply with all governmental rules and regulations, as well as all rules and regulations of the Association as provided herein or as provided in the Bylaws of the Association.

3.05 Percentage of Interest. The individual dwelling units hereby established and which shall be individually conveyed, the building number and type, the limited common elements restricted to the use of one or more individual units and the percentage of interest of each unit in the general and limited common elements are attached hereto as Exhibit "E".

3.06 No Conveyance of Undivided Interest. The above respective undivided interest in the common elements hereby established and to be conveyed with the respective units may be amended by the Sponsor as is set forth in paragraph 11. The Sponsor, its successors and assigns and Grantees, covenant and agree that the undivided interest in the common elements and the fee simple title to the respective units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered, and each of the said undivided interest shall be deemed to be conveyed, transferred, alienated or encumbered with its respective unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrances may refer only to the fee simple title to the dwelling unit. The Sponsor, its successors and assigns, and the Grantees, further covenant and agree that any conveyance, transfer or alienation of any unit shall conclusively be deemed to include all of the interest of the owner or owners in the Condominium and any encumbrance upon any unit also shall be conclusively deemed to attach to all of the interest of the owner or owners of said dwelling in the Condominium.

3.07 Garden Plots. The Association may designate certain areas of the Common Elements which are to be used as garden plots which may be assigned, leased or rented to Members of the Association for the purpose of growing fruits and/or herbs and/or vegetables and/or flowers for the use or consumption of that individual Member. The Board of Trustees shall designate such area (or areas) by posting in the recreation building a map showing such areas. The Board of Trustees may create a Gardening Committee whose purpose will be to supervise the activities of Members in connection with the garden plots. Members may not sell the produce grown in these plots. The Committee may divide the garden area (or areas) into distinct plots of approximately eight foot dimension and may assign individuals plots to particular Members. The Committee shall establish rules and regulations governing the assignment, use, gardening, and related activities in connection with these garden areas. Such rules and regulations are subject to the approval of the Board of Trustees.

4.00 The Administering Association. The Condominium shall be administered, supervised and managed by Society Hill at Piscataway Condominium Association, Inc. hereinafter called the "Association", a non-profit corporation of the State of New Jersey, presently having its principal office at 10 Highway 35, Red Bank, New Jersey, which shall act by and on behalf of the owners of the units in the Condominium, in accordance with this instrument, the Bylaws of the Association annexed hereto as Exhibit "F" and in accordance with the Condominium Act, its supplements and amendments. The aforesaid Bylaws form an integral part of the plan of ownership herein described and this instrument shall be construed in conjunction with the provisions of said Bylaws. Pursuant to the requirements of the Condominium Act, the aforesaid Association is hereby designated as the form of administration of the Condominium and the said Association is hereby vested with the rights, powers, privileges and duties necessary to and incidental to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws of the Association attached hereto. The said Association shall also be empowered to exercise any of the rights, powers, privileges or duties which may, from time to time, be established by law or which may be delegated the owners or co-owners of units in the Condominium. Nothing contained herein to the contrary, either in this Master Deed or in the Bylaws shall serve to exculpate members of the Board of Trustees of the Association appointed by the Sponsor from their fiduciary responsibility.

Anything to the contrary herein, or in the Bylaws of the Association, the percentage of interest of each dwelling unit appertaining to the common expenses, common receipts, common surplus, shall be as set forth in Article 13 of the Bylaws of the Association. The Sponsor reserves the right, for so long as it shall remain the owner of any of the aforesaid units, to change the price or value of such units. However, no change in the price or value of any of the aforesaid units shall change or otherwise affect the percentage of interest of any of the said units in the general and limited common elements within the Condominium or in the percentage of ownership in the Association as set forth in Article 13 of the Bylaws. Each Unit shall be entitled to one vote.

5.00 Declaration of Restrictive and Protective Covenants and Agreements and Easements Grants. To further implement this plan of ownership, to make feasible the ownership and sale of units in the Condominium, to preserve the character of the community and to make possible the fulfillment of the purpose of cooperative living intended, the Sponsor, its successors and assigns, by reason of this declaration, and all future owners of units in the Condominium by their acquisition of title thereto, covenant and agree as follows:

5.01 Ownership of Common Elements. That the common elements shall be owned in common by all of the owners of dwelling units and none other. The common elements shall remain undivided and no unit owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law or in Article 6, Section 2 of the Bylaws of the Association.

5.02 Ownership and Conveyance of Condominium Units. That each unit shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, devised, inherited, transferred or encumbered along with its allocated percentage in the common elements, in the same manner as any other parcel of real property, independently of all other units, subject to the provisions of this instrument, the Bylaws of the Association and the Condominium Act. No part of any unit shall be conveyed, devised, inherited, transferred or encumbered apart from the whole of said unit and its correlative percentage in the common elements. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual units and not to the Condominium as a whole.

5.03 Occupancy of Units. That each unit shall be occupied, within the limitations set forth herein, and used by the respective owners only as a private residential dwelling for the owners, his family, lessees and social guests and for no other purpose.

5.04 Easements and Encroachments. That in the event that any portion of the common elements encroaches upon any unit, or vice versa, or in the event that any portion of one unit, encroaches upon another unit, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event that any one or more of the dwelling buildings is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the common elements encroaches upon the units, or vice versa, or any of the units encroach upon another unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist.

5.05 Location of Condominium Units. That in interpreting any and all provisions of this instrument, the exhibits attached hereto, or subsequent deeds and mortgages to individual units, the actual location of the unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally or vertically, from the proposed locations as indicated on Exhibits "C" and "D" annexed hereto. To the extent that such minor variations in location do or shall exist, a valid easement therefor and for the maintenance thereof does and shall exist. This covenant is necessary by reason of the fact that the Condominium is to be constituted, and this plan of ownership applicable thereto will be implemented, prior to the completion of construction of some of the buildings as shown on the proposed location maps annexed hereto as Exhibit "D".

5.06 Sponsors Nonexclusive Easement to Common Elements. That, as to those portions of the general common elements of the Condominium that lie within the boundary of the property as shown on the annexed Exhibits "C" and "D", a valid nonexclusive easement for the benefit of the Sponsor, its successors and assigns, does and shall continue to exist thereon for the maintenance, operation and renewal thereof and as a means of providing ingress and egress to other portions of the general and limited common elements and of other contiguous lands of the Sponsor, its successors and assigns. For so long as Sponsor has any unsold units in the ordinary course of business in the project, Sponsor shall have the right of ingress and egress and to bring prospective purchasers, lessees, and the like in, to and across the common elements. In addition, a valid easement is reserved to the Sponsor to install, maintain, or convey ownership and responsibility to a municipal or private authority of, utilities, utility meters, lines, conduits, pipes and other facilities, necessary for the proper maintenance of the common elements within a unit together with a blanket, perpetual and nonexclusive easement of unobstructed ingress in, upon, over, across and through the common elements, to the Township of East Brunswick, the Association, their respective officers, agent and employees and all police, fire and ambulance personnel in the proper performance of their respective duties (including but not limited to emergency or other necessary repairs to a unit which the unit owner has failed to perform), and for repair and maintenance of the common elements.

5.07 Utility Easements. That a valid blanket perpetual and nonexclusive easement does and shall continue to exist throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, wires, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system, which easement shall be for the benefit of any governmental agency, utility company or other entity which requires same for the purpose of furnishing one or more of these services.

5.08 Membership of Unit Owners in Condominium Association. That every owner or owners of a unit shall automatically, upon becoming the owner of a unit or units in this Condominium, be a member of the Association until such time as his ownership of a dwelling unit herein referred to ceases for any reason, at which time his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of title to a unit, membership in the Association shall be nontransferable and any attempted transfer shall be null and void.

5.09 Election of Board of Trustees. The right to elect the Board of Trustees of the Association shall be governed as follows:

(a) Sixty days after conveyance of 25 percent (25%) of the lots, parcels, units or interests ultimately to be constructed, not less than 25 percent (25%) of the members of the Board of Trustees shall be elected by owners;

(b) Sixty days after conveyance of 50 percent (50%) of the lots, parcels, units or interests ultimately to be constructed, not less than 40 percent (40%) of the members of the Board of Trustees shall be elected by the owners;

(c) Sixty days after conveyance of 75 percent (75%) of the lots, parcels, units or interests ultimately to be constructed, the Sponsor's control of the Board of Trustees, shall terminate at which time the owners shall elect the entire Board of Trustees;

(d) The term of Trustees elected pursuant to this paragraph shall terminate on the first annual meeting of the members when all Trustees are unit owners;

(e) Notwithstanding a, b, and c above, the Sponsor may retain one member of the Board of Trustees so long as there are any units remaining unsold in the regular course of business;

(f) Sponsor may surrender control of the Board of Trustees of the Association prior to the time as specified provided the unit owners agree by a majority vote to assume control. However, in no event shall the Sponsor retain control of the Board of Trustees later than December 1, 1992;

(g) The Association, when controlled by the unit owners, shall not take any action that would be detrimental to the sale or sales of a unit or units by the Sponsor and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control until the last unit is sole.

(h) When a member of the Board of Trustees who has been elected by unit owners other than Sponsor is removed or resigns that vacancy shall be filled by a unit owner other than sponsor.

(i) While the Sponsor maintains a majority of representation on the executive board, he shall post a fidelity bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

While the Sponsor maintains a majority of the executive board, he shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each unit owner within 90 days of the expiration of the fiscal year of the association. The audit shall cover the operating budget and reserve accounts.

5.10 Administration of the Association. That the administration of the Association shall be in accordance with the provisions of this instrument, the Bylaws and Rules and Regulations of the Association, as may from time to time be amended or promulgated, and the Condominium Act.

5.11 Penalties. That each owner, tenant and occupant of a unit shall comply with the provisions of this instrument and the Bylaws and Rules and Regulations of the Association and failure to comply therewith shall be grounds for an action to recover sums due, or damages, or for injunctive relief. The Board shall have the power to implement a system for imposing fines on any Unit Owner who violates the Rules and Regulations of the Association.

5.12 Amendment or Revocation of this Declaration. Except as set forth in paragraph 11, until 75 percent (75%) of the total number of units ultimately to be constructed in the condominium have been conveyed to unit owners, this Declaration and any of its provisions, excluding the Bylaws of the Association, shall not be revoked or amended without the acquiescence of all of the owners and all of the then owners of all of the mortgages covering the units. From the time of conveyance of 75 percent (75%) of the total number of units ultimately to be constructed forward, this Declaration and any of its provisions, excluding the Bylaws of the Association, shall not be revoked or amended without the affirmative vote of 67 percent (67%) of the total number of votes that may be cast. More specifically, except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned), and unit owners (other than the Sponsor, developer, or builder) have given their prior written approval, the unit owners shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property;

(f) charge, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common properties, party walls or common fences and driveways, or the upkeep of the lawns and plantings of the property.

5.13 Contribution of Unit Owners Toward Expenses, Administration, Etc. of Common Elements and the Association. That, subject to the provisions of Paragraph 9 of this Declaration, the owner or co-owners of each unit are bound to contribute as set forth in Article 13 of the Bylaws toward the expenses of administration, maintenance, repair and replacement of the said common elements, expenses, declared common by this Declaration or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be found by the Association to be necessary, including, but not limited to, expenses for the operation, maintenance, repair or replacement of Association buildings, grounds or facilities, the maintenance, operation, repair or replacement of the recreational facilities; all costs of carrying out the duties and powers of the Association; compensation of Association employees, insurance premiums and expenses relating thereto; taxes which may be assessed against association property and any other expenses of the Association as set forth herein, in the Bylaws or which may be designated by the Board of Trustees as "Common Expenses." No owner may exempt himself from contributing toward such expenses by waiver of the use of enjoyment of the common elements or the community or recreational facilities of the Association or by abandonment of the unit owned by him. However, in accordance with the provisions of Paragraph 9 of this Declaration, prior to January 1, 1987, the Sponsor shall be solely responsible for all the above mentioned costs and expenses in addition to any accrued contributions to Reserves which may be required under Article 13.00 of the Bylaws. The Board of Trustees, whether controlled by the Sponsor or the unit owners is prohibited from making or charging any assessment for such common expenses prior to January 1, 1987.

5.14 Lien in Favor of the Association. That all charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of the Association, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit and (2) payments due under bona fide mortgage instruments, if any, duly recorded. The charges and expenses represented in the annual maintenance assessment shall become effective as a lien against each unit on the first day of each year. Additional or added assessments, charges and expenses, if any, chargeable to units and not covered by the usual monthly maintenance charge, shall become effective as a lien against each unit as of the date when the expense or charge giving rise to such additional or added assessment was incurred by the Association. In the event that the assessment, charge or other expenses giving rise to said lien remains unpaid for more than ten (10) days after the same shall become due and payable the entire amount of the annual assessment and other additional or added assessments, charges and expenses shall immediately become due and payable and the lien may be recorded in accordance with the provisions of the N.J.S.A. 46:8B-1 and be foreclosed by the Association in the manner provided for the foreclosure and sale of real estate mortgages, and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including court costs and reasonable attorney's fees. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be allowable to it at law or equity for the collection of quarterly, additional or added charges and expenses, including the right to proceed personally against any delinquent owner for the recovery of a personal judgment against him for the amount due, court costs and reasonable

attorney's fees. The title acquired by any purchaser following any such foreclosure sale or sheriff's judgment sale shall be subject to all of the provisions of this instrument, the Bylaws and Rules and Regulations of the Association and the Condominium Act and by so acquiring title to the unit, said purchaser covenants and agrees to abide by and be bound thereby.

5.15 Payment of Expenses Out of Proceeds of Sale. That upon the sale, conveyance or other lawful transfer of title to a unit, all unpaid assessments, charges and expenses chargeable to the unit shall first be paid out of the sales price or by the acquirer in preference to any other assessments or charges of whatever nature except (1) assessments, liens and charges for taxes past due and unpaid on the unit and (2) payments due under bona fide mortgage instruments, if any, duly recorded.

5.16 Liability of Purchaser for Assessments Due Association. That the acquirer of title to a unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. However, any contract purchaser of a Unit may request from the Association a certificate setting forth the amount of unpaid assessments for such Unit. Such request shall include the names of all persons who shall reside in the Unit, and the anticipated date of closing title. The Association shall provide such certificate within ten (10) days after the receipt of the request. The purchaser may rely upon such certificate and his liability shall be limited to the amount set forth therein. Liability for the payment of said amounts due to the Association shall not attach to the purchaser of the unit following a mortgage foreclosure or sheriff's judgment sale of any unit but the Association shall be entitled to payment thereof out of the proceeds of sale as provided by law. Further, any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title of such unit by the mortgagee. A first mortgagee, upon request, is entitled to (a) written notification from the Association of any default in the performance by its mortgagor of any obligation under the within document which is not cured within sixty (60) days; (b) inspect the books and records of the Association during normal business hours; (c) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (d) written notification of all meetings of the Association and to designate a representative to attend all such meetings.

5.17 Maintenance of Dwelling Units. Each Unit Owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, provided however: (i) such maintenance repairs and replacements as may be required for the functioning of the common plumbing, heating, air conditioning, mechanical, electrical and water supply systems within the Complex shall be furnished by the Association; and (ii) the Association, its agents and employees may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provisions shall be the responsibility of the Unit Owners affected thereby. Except as hereinbefore provided, maintenance, repairs and replacements of the plumbing fixtures and systems, windows, doors, balconies, electrical wiring and receptacles, appliances and equipment, and lighting fixtures within any Unit which are not common shall be the Unit Owner's responsibility, at its sole cost and expense, and if any Unit Owner fails to perform such work the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. Maintenance, repair, replacement, cleaning and washing of all wallpaper, paint, paneling, floor covering, draperies, and the window shades or curtains within any Unit shall also be the Unit Owner's responsibility, at its sole cost and expense.

5.18 Modification of Dwelling Units. That no owner shall make any structural modifications or alterations within a dwelling unit without consent of the Association or of its duly authorized representatives and no act shall be done under any circumstances which does or may tend to impair the structural integrity of any of the multi-unit dwelling buildings or

adversely affect any of the common elements. No owner shall be permitted to install or have installed any window air conditioner, window fan, heat pump, solar collector or similar cooling, heating and/or ventilating device in any window, door or other exterior opening of a dwelling unit. No owner shall be permitted to erect or have erected any fence, partition, wall, divider or similar structure exterior to their unit other than any such structure erected by the Developer. No owner shall make or cause to be made any alterations to the exterior of his unit or to any general or limited common elements without the prior written approval of the Condominium Association or a committee appointed by it in accordance with its By Laws.

5.19 Use of Common Elements. That each owner or co-owner, tenant or occupant of a dwelling unit may use the common elements of this Condominium in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners or co-owners, tenants or occupants. Unit owners shall not cause or permit anything to be hung or displayed or placed on the outside walls, doors or windows of any building without the written consent of the Board of Trustees of the Condominium Association. A Member shall not store anything including but not limited to bicycles, wood, grills or garbage cans on the Limited Common or Common Elements including but not limited to porches, patios and sidewalks without the prior written consent of the Board of Trustees of the Condominium Association. No signs shall be permitted on the exterior or interior of any unit. Nothing shall be done or kept in any unit or common elements which will increase the rate of insurance of any other buildings or contents thereof applicable for residential use without the prior written consent of the Board of Trustees of the Condominium Association. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on any of the buildings or contents thereof, or which would be in violation of any law. No waste will be committed in any of the common elements. No recreational vehicles (campers, house-trailers, motor homes, etc.) or commercial vehicles will be allowed to park overnight without prior written approval by the Board of Trustees, or the designated representative of the Board for this purpose. When such permission is granted, the vehicle must be parked in the predesignated area and cannot be used as living quarters. "Commercial vehicles" shall refer to pick-up trucks, vans, trucks, tractors, trailers, wagons, vans or oversized vehicles having commercial license plates or any vehicles, motorized, non-motorized, used for commercial purposes. The Board of Trustees, pursuant to the By-Laws, shall adopt Rules and Regulations which shall be in addition to and supplement to restrictions on the owner's use of the Common Elements and as long as such Rules and Regulations are consistent with the intent and purposes set forth herein, such Rules and Regulations shall be deemed not to be Amendments.

5.20 Access to Units. That the Association shall have the irrevocable right, to be exercised by the Trustees or manager of the Association, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom or of making emergency repairs therein necessary to prevent damage to the common elements or to another dwelling unit or units. Notice will be given to the unit owner occupant except in an emergency situation.

5.21 Rental Restriction of Units. That dwelling units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than 180 days, or (b) rental if the occupants of the unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen bell boy service, etc. Other than the foregoing restriction, except for the provisions applicable to the affordable condominiums, the owners of dwelling units shall have the absolute right to lease the same, provided that the lease is in writing and the terms of the lease are subject to the covenants, conditions and restrictions contained in this instrument, the By-Laws and Rules and Regulations of the Association and the Condominium Act, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, the Bylaws or Rules and Regulations, then, in addition to all

other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described this subparagraph.

5.22 Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence. That in the event of fire or other casualty or disaster resulting in damage to a building or buildings and common elements of the Condominium the provisions of Sections 6.01 and 6.02 of Article 6 of the By-Laws shall govern the decision as to restoration, replacement or election not to reconstruct or replace.

All decisions concerning the obsolescence of existing buildings in the Condominium or any of the community and recreational facilities or property of the Association, the sale of condominium property and the demolition and/or replacement of same shall be determined in accordance with Section 6.03 of Article 6 of the By-Laws of the Association.

That the Association acting by and on behalf of the unit owners of this condominium shall insure the buildings against risk of loss by fire and other casualties covered by a broad form fire and extended coverage policy, including vandalism and malicious mischief and such other risks as the Board of Trustees of the Association shall from time to time require, all in accordance with the provisions of the By-Laws of the Association. Nothing contained in this covenant and no provisions of the By-Laws shall be deemed to prohibit any owner or co-owner from obtaining insurance for his own account and for his own benefit. No unit owner or co-owner shall, however, insure any part of the common elements whereby, in the event of loss thereto, the right of the Association to recover the insurance proceeds for such loss in full, shall be diminished or impaired in any way.

5.23 Sponsor's Easements. Sponsor, its successors and assigns, shall have the following easements with respect to the Property:

(a) A blanket and nonexclusive easement in, upon, through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of any improvements to the Units or the Common Elements, for ingress and egress for the use of all driveways, parking areas, and for the utilization of existing and future model Units for rental and sales promotion and exhibition, until the expiration of one (1) year from the date the last Unit is sold and conveyed in the normal course of business, but in no event more than 10 years from the date of recording of this Master Deed. In addition, Sponsor hereby reserves the irrevocable right to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Sponsor or its agents to service such Unit or any part of the Building provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of any emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not; and

(b) A perpetual, blanket and nonexclusive easement in, upon, over, under, across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual Unit Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems with the Condominium.

6.00 Provisions Applicable to the 109 Affordable Condominiums. Society Hill at Piscataway, to be comprised of a total of 545 residential dwellings, includes 109 residential dwellings which are subject to an Affordable Housing Plan. The Affordable Housing Plan was a condition of approval imposed upon K. Hovnanian at Piscataway, Inc. by the Planning Board of the Township of Piscataway in connection with the application for development of Society Hill at Piscataway. The Township of Piscataway imposed this Affordable Housing Plan upon K. Hovnanian at Piscataway, Inc. in an effort to satisfy a portion of the Township's constitutional obligations with respect to making affordable housing available within the Township. Purchasers of Affordable Condominiums may not sell their Units on resale for a purchase price greater than the original purchase price as reflected in their Deed plus a percentage increase based on the CPI (New York City-Northeastern New Jersey-all items) increase or other equivalent index determined by the Agency described herein and established by the Township of Piscataway. Purchasers of Affordable Condominiums also may not sell their Units on resale to a person other than one qualifying as a family of low or moderate income as the applicable case may be and in compliance with all rules, regulations and requirements duly promulgated by the Affordable Housing Agency of the Township of Piscataway. It is the intent and purpose that these Affordable Condominiums be and remain Affordable Condominiums which are affordable to Lower Income Families in accordance with the provisions of the Affordable Housing Plan.

In addition to the foregoing restrictions, the resale of Affordable Condominiums shall be subject to the rules and regulations of the Affordable Housing Agency which has been established by the Township of Piscataway. This Agency shall monitor and approve resales of Affordable Condominiums to assure that purchasers of same shall be Lower Income Purchasers as defined by the Agency's moderate income criteria in effect at the time of the proposed resale. The Agency, however, shall approve any resale of an Affordable Condominium so long as the purchase price as required in the contract of sale and the Deed conveying Title to the new Buyer is not greater than the purchase price as reflected in the Deed which conveyed Title to the selling Owner plus a percentage increase based upon the CPI (New York City-Northeastern New Jersey-all items) increase or other equivalent index determined by the Township of Piscataway, provided, however that the resale price may exceed the foregoing if greater sum is required to pay off and discharge the existing first mortgage. Furthermore, Affordable Condominiums shall at all times remain owner-occupied except that under exceptional circumstances to be determined by the Agency, such Affordable Condominiums may be leased or rented for limited periods not to exceed one year, upon conditions set forth in the regulations.

Owners of Affordable Condominiums may add amenities or improvements to such units, however, the effect of these improvements may not increase the resale price of the Unit beyond amounts which are considered by the Agency to be affordable to Lower Income Purchasers. In the event that such amenities or improvements are installed, however, the resale price of Affordable Condominiums shall nevertheless be restricted by the Agency in accordance with the foregoing standards.

Owners of Affordable Condominiums shall maintain them in accordance with the standards of the Market Units within the development. Failure to do so shall permit Society Hill at Piscataway Condominium Association to do so at the cost and expense of the Owner of the Affordable Condominium, and the Association shall have a lien on the Unit for the recovery of all sums expended for such purpose as provided for in the Declaration of Covenants and Restrictions for Society Hill at Piscataway. Other than the sums described in the immediately preceding sentence, any and all Assessments by the Association upon any Affordable Condominium shall be limited to 33% of the total individual unit Assessment which would have been levied upon all Condominium Units in Society Hill at Piscataway had such Assessment been allocated equally to each and every Condominium Unit both Market and Affordable. Commencing upon the date upon which the provisions of this Plan expire or terminate as to Affordable Condominium, that Affordable Condominium shall be assessed and shall pay assessments in the same manner as a Market Unit. At no time shall the Association levy an Assessment upon an Affordable Condominium for an Association expense for which Market

Condominiums are not also being assessed, except as may be provided in the Affordable Housing Plan.

Owners of Affordable Condominiums shall not convey title, to or by lease or otherwise, deliver possession of the Affordable Condominiums other than in accordance with the Affordable Housing Plan and Agency regulations. The Association shall have no responsibility whatsoever for implementing, monitoring, enforcing or supervising the Affordable Housing Plan, except that the Association in the event that an owner of an Affordable Condominium fails to keep the condominium assessment upon the unit less than three months in arrears and/or fails to pay such assessment for any given quarter, shall serve written notice of such upon the Agency. The fair market value of the Affordable Condominiums in the event that the Association elects not to rebuild, with respect to Paragraph 5.22 of the Master Deed entitled "Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence", and the provisions of Sections 6.01 and 6.02 of Article 6 of the By-Laws, shall be determined in accordance with the provisions of this plan and shall be limited to the purchase price paid for the Affordable Condominium by the Owner increased by a percentage increase based upon the CPI (New York City-Northeastern, New Jersey-all items) increase. The Association shall carry insurance coverage upon the Affordable Condominiums equal to the replacement cost of such unit in the event of total destruction and such units shall be rebuilt and replaced and subject to the provisions of this plan in the event the Association elects to rebuild. If the Association elects not to rebuild and dissolve as provided in the Master Deed, then the 109 Affordable Condominiums shall be forever released from the restrictions and requirements of the Affordable Housing Plan.

The terms, restrictions, provisions and covenants of the Affordable Housing Plan, and the provisions of the Master Deed referring to and incorporating the Affordable Housing Plan, shall automatically expire and terminate at the earliest of the following: (1)-thirty (30) years from the date of the Affordable Housing Plan; and (2) the date upon which the right of redemption expires with respect to the foreclosure of the first mortgage lien upon an Affordable Condominium by the first mortgagee of the Affordable Condominium as the Plan applies to the specific unit which is subjected to a foreclosure pursuant to this provision; and (3) the date upon which the Society Hill at Piscataway Condominium Association, Inc. ceases to exist or dissolve for any reason and for any period of time.

Neither the Developer, the Owner, the Association nor the Agency shall amend or alter the provisions of this paragraph without first obtaining the approval of both the Agency and the Planning Board of the Township of Piscataway. Any such approved amendments or modifications of this plan shall be in writing and shall contain proof of Planning Board approval and shall not be effective unless and until recorded with the Middlesex County Clerk.

7.00 Provisions of this Instrument and Exhibits Thereto to be a Covenant Running with the Land. The present title to the property herein described and the title to each unit which shall be hereafter conveyed or subject to the terms and provisions of this instrument and the acquisition of title by any person to a unit shall be conclusively deemed to mean that the acquirer appropriately adopts and ratifies the provisions of this instrument, the By-Laws and Rules and Regulations of the Association and will comply therewith. The covenants, agreements and restrictions set forth herein shall run with the land and shall be binding upon the Sponsor, its successors and assigns and by all persons claiming by, through or under their heirs, executors, administrators and assigns.

8.00 Easement to Association. The Association shall have a perpetual and exclusive easement for the maintenance of any Common Elements, which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any manager, or managing agent, or their respective agents or employees shall have the perpetual and nonexclusive right of access to each Unit (i) to inspect the same (ii) to remedy any violations set forth in this Master Deed, the Bylaws or in any Rules or Regulations of the Master Deed, the Bylaws or in any Rules or Regulations of the Association, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements,

or any equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

9.00 Ownership of Unsold Units. From and after the conveyance of title to the first unit in any building which has been made a part of the Condominium, and in the event there are unsold Condominium units in such building, the Sponsor shall be deemed to be the owner of said unsold units under the same terms and conditions as all other unit owners of said Condominium. The obligation of Sponsor to pay Association assessments, including the replacement Reserves funds for a particular unit in a building, shall commence on the date that the unit is issued a Certificate of Occupancy by the governing municipality. Sponsor shall not, however, be obligated to pay any maintenance fees or assessments for common expenses other than replacement Reserves funds for so long as Sponsor is providing any subsidy or guarantee to unit owners of maintenance fees or assessments for common expenses.

Sponsor shall be responsible for performing all duties and tasks necessary for the operation, maintenance, renewal, replacement, care and upkeep of the common elements and services and the community and recreational facilities and all other property, real or personal of the Association, prior to January 1, 1987. The intent of this provision is that the Sponsor shall bear all costs and expenses in administering and maintaining the common elements such that there will be no assessment of any kind to any unit owner prior to January 1, 1987. In the event at any time prior to January 1, 1987, the Sponsor shall no longer be in control of the Board of Trustees of the Association, the Sponsor shall continue to bear all costs and expenses in administering and maintaining the common elements except that the Association shall be prohibited from making any capital expenditures or increasing the reserves without the prior written consent of the Sponsor.

10.00 Provisions for Benefit of Mortgagees. The following provisions are hereby established for the benefit of holders of first mortgages on units.

10.01 Foreclosures. Any unit which is acquired by any first mortgagee by Deed in lieu of foreclosure, or by any purchaser at a mortgage foreclosure sale (except the mortgagor) shall be free of any lien for unpaid assessments and charges to the extent that said assessments arose prior to the time the holder of the first mortgage came into possession of the unit (or prior to the foreclosure sale, whichever occurs first), except for claims for a pro rata share of such assessments or charges to all units including the mortgaged unit.

Any lien which the Association may have on any unit in the project for the payment of common expense assessments attributable to such unit will be subordinate to the lien of any first mortgage on the unit recorded prior to the date of any such common expense.

10.02 Notice. The Association shall provide any first notice mortgagee with prompt notice of any default in any unit owner's obligations under the condominium documents if said default is not cured within thirty (30) days of the date of the default. Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Lender holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

10.03 Right of Inspection. Any first notice mortgagee shall, upon request, be entitled to: (a) inspect the books and records of the Association during normal working hours; and (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

10.04 Condemnation. In the event any unit or any portion thereof or any part of the common elements become the subject matter of any condemnation or any eminent domain, or become substantially damaged by fire or other casualty, the institutional holder of any first mortgage on any unit so affected shall receive timely written notice thereof. No owner of any unit or any other party shall have any priority over such institutional holder with respect to the distribution to such unit of the proceeds of any claim award, settlement or judgment.

10.05 Easement of Encroachment. In the event any portion of the common elements encroaches on any unit or any unit encroaches on any common element, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, every owner and every institutional mortgagee as well as the Association, shall have permanent easements to the extent required to continue the encroachment and to maintain the encroaching structure or improvement for so long as the encroachment exists.

10.06 Membership. Any mortgagee or any other person acquiring title at any mortgage foreclosure sale shall, upon the recording of the Sheriff's deed, become a member of the Association and shall have all of the rights and benefits of an owner, including voting rights, and shall have all of the duties of a member of the Association, subject to the provisions of N.J.S.A. 46:8B-14.

10.07 Fidelity Bond. A fidelity bond may be required of any person or entity handling funds of the Condominium Owners' Association, at the discretion of the Board of Trustees.

10.08 Mortgagee's Approval. The Condominium Association Board of Trustees shall not accomplish, or cause to be accomplished, any of the following, unless at least three-fourths (3/4) of the first notice mortgagees (based upon one vote for each first mortgage owned) of the individual condominium units have given their prior written approval:

(a) By act or omission, seek to abandon to terminate the condominium project.

(b) Change the pro rata interest or obligations of any individual condominium unit for the purpose of:

(i) Levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(ii) Determining the pro-rata share of ownership of each condominium unit in the common elements.

(c) Partition or subdivide any condominium unit.

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.)

(e) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

10.09 Insurance Proceeds. No condominium unit owner or other party shall have any priority over any rights of the first mortgagee of any condominium unit in the case of a distribution to such unit owner of insurance proceeds or condemnation awards, the losses to or taking of condominium units and/or common elements. The Association and Board of Trustees shall utilize those portions of any award relating to the common elements to restore the common elements.

10.10 No Right of First Refusal. At no time shall the Association or the Board of Trustees impose any right of first refusal or similar restriction on any units within the Condominium. Any such imposition shall be void and of no effect.

10.11 Definition. As used throughout this Section, the term "notice mortgagee" shall refer to any institutional first mortgagee which shall, at the time of the making of the mortgage loan, advise the Condominium Association's Secretary, in writing, by certified mail, return receipt requested, that it wishes to be accorded the rights of the "notice mortgagee" under the Master Deed, Paragraph 10.

11.00 Amendments to this Master Deed. Sponsor hereby reserves for itself, its successors and assigns for a period of five (5) years from the date the first unit is conveyed to an individual purchaser, or within seven (7) years from the date of recording of this Master Deed, or until the closing of title of not less than 545 condominium units within the property depicted in Exhibit "B" attached hereto, whichever event occurs first, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, eligible mortgage holders, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be required to effectuate the changes enumerated below; provided, however, that no such agreement, document, amendment or supplement shall effect a material physical modification of a unit, without the prior written consent of the unit owner and his mortgagee or adversely affect the priority or validity of a purchase money lien on a unit sold hereunder, without the prior written consent of the mortgagee or any institutional holder of a first mortgage.

As a requirement to being the transferee or recipient of any interest in the Condominium or any Unit, each and every transferee shall execute the deed by which title or interest is being conveyed to such transferee and such deed shall provide that the transferee does irrevocably name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for such transferee for the purposes set forth in Paragraph 11 and its sub-paragraphs of the Master Deed. Furthermore, by acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any unit) and (ii) the Association, as attorney-in-fact to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all unit owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise, dispose of any such units so acquired or to sublease any units so leased by the Association.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said powers.

Sponsor may use the right granted in this paragraph to effectuate the following changes, enumerated by way of description and not limitation:

11.01 Decreases. Decreasing the number of units to be included within the Condominium, increasing the proportionate share of common elements and the percentage share of costs and increasing voting rights proportionately, and decreasing the area of the lands to be dedicated to the Condominium accordingly. However, the Sponsor shall not have the power to reduce the Condominium to less than 545 units unless such amendment is accomplished prior to the conveyance of the first unit in the condominium, and said

amendment is recorded for the purpose of terminating the Condominium. While the sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

11.02 Increases. Adding units and lands to the area included within the Condominium and adjusting the proportionate share of common elements, share of costs and voting rights proportionately. However, the voting right and proportionate share of common elements of the owners of the unit shall always equal a fraction which is equal to one divided by the total number of units contained within the Condominium, as is set forth in the Master Deed or its amendments thereto. The share of costs of the owners of a unit shall be equal to the same fraction as the voting rights aforesaid. Prior to the closing of title of any unit within any building affected, the Sponsor may amend the Master Deed to alter and/or fix the location, configuration, shape and size of any building or buildings, and to alter and/or fix the size, shape, number and configuration of any units within any building.

11.03 Easements. Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, egress, drainage and/or financing purposes; or convey or assign such easements to the appropriate governmental authority or utility agency or company.

11.04 Use of Easements. To permit the users or occupants of lands owned by or controlled by the Sponsor to utilize easements, roads, drainage facilities, utility lines, and the like, within or servicing the Condominium.

11.05 Surrender of Sponsor's Rights. To surrender or modify rights to the Sponsor in favor of the unit owners and/or the Condominium Association, and/or their respective mortgagees.

11.06 Technical Changes. Correcting, supplementing and providing technical changes to the Master Deed and any of its amendments.

11.07 Recordation. With respect to subparagraphs 11.03 and 11.04 above, and, further, with respect to all easements, rights and encumbrances encompassed by Paragraphs 5.04, 5.06, 5.07, 5.14 and 8.00 (and excluding those which arise out of statutory provisions or common law), all such easements, rights and encumbrances will be reduced to writing and recorded.

11.08 Changes Prohibited. The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units (finished and unfinished) or interests for the purpose of amending the Master Deed, By Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities. However, Sponsor shall be permitted to cast such votes on all other matters.

11.09 Effective Date of Amendment. Any amendment to the Master Deed will become effective upon the recording of an amendment to the Master Deed in the Office of the Clerk of Middlesex County. The Sponsor will, thereafter, provide copies of said amendment to each owner and mortgagee affected.

11.10 Mortgagee's Consent. During the period mentioned in this Article 11, during which the Sponsor may amend the Master Deed, and following the expiration of the Sponsor's right to amend the Master Deed, neither the Board of Trustees, nor the Sponsor may amend Paragraphs 5.20, 5.23, 8.00 10.00 and 14.00 of this Master Deed without the written consent of at least three-fourths (3/4) of the first notice mortgagees of condominium units within the Condominium. Following the expiration of the Sponsor's right to amend the Master Deed, and except as is set forth herein, the Board of Trustees may otherwise amend the Master Deed by a vote of at least two-thirds (2/3) of the total membership of the Board. However, the Board of Trustees may not, at any time, amend the Master Deed so as to adversely affect any rights or easements reserved to the Sponsor, its successors or assigns.

12.00 Severability of Provisions Hereof. It is the intention of the Sponsor that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby. In the event that any provisions, condition, covenant or restriction thereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, the Sponsor, its successors and assigns, and all persons claiming by, through or under the Association covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

13.00 Reservation of Amendment Rights. Regardless of any other provision of the Declaration, the Sponsor specifically reserves the right, at any time as long as the Sponsor retains title to any property thereunder, to amend the within Master Deed and Declaration of Restrictive and Protective Covenants, and any amendments thereto, for the express purpose of qualifying the property hereunder for Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation mortgage financing programs, or any other similar secondary mortgage lender or purchaser of mortgage loans in the secondary mortgage market so long as such amendment is not in conflict with the New Jersey Condominium Act (N.J.S.A. 46:8B-11 et. seq.) or other applicable laws, regulations and statutes. Such amendment shall not require the approval of any of the unit owners. All costs associated with such amendment shall be the sole obligation of the Sponsor.

The Sponsor hereby reserves the right to execute on behalf of all contract purchasers, unit owners, mortgagees, eligible mortgage holders, eligible insurers or guarantors, other lien holders or parties claiming a legal or equitable interest in the Condominium, any such agreements, documents, amendments or supplements to the above described documents which may be so required to effectuate and implement any of the amendments described in this section and paragraph.

As a requirement to being the transferee or recipient of any interest in the Condominium or any Unit, each and every transferee shall execute the deed by which title or interest is being conveyed to such transferee and such deed shall provide that the transferee does irrevocably name, constitute, appoint and confirm Sponsor, its successors and assigns, as attorney-in-fact for such transferee for the purposes set forth in Paragraph 11 and its sub-paragraphs of the Master Deed. Furthermore, by acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Condominium, each and every contract purchaser, unit owner or occupant, holder of any mortgage or other liens, does automatically and irrevocably name, constitute, appoint and confirm (i) Sponsor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s) and other instrument(s) necessary to effect the foregoing (provided that such power of attorney may not be used to adversely affect the priority or validity of any lien on or the value of any unit).

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all units and be binding upon the heirs, personal representative, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and is intended to deliver all rights, title and interest of the principal in and to said powers.

14.00 Municipal Maintenance. In the event that the Association shall at any time after establishment of the development fail to maintain the common open space and undedicated streets in reasonable order and condition

in accordance with the plans approved by the Township of Piscataway Planning Board, the governing body of the Township of Piscataway may serve written notice upon the Association or upon the residents and owners of the development, setting forth the manner in which the Association has failed to maintain the common open space in reasonable condition, and the notice shall include a demand that the deficiencies of maintenance be cured within 35 days thereof, and shall state the date and place of the hearing thereon which shall be held 15 days from the date of the notice. At that hearing, the governing body of the Township of Piscataway may modify the terms of the original notice as to the deficiencies and may give an extension of time not to exceed 65 days within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within 35 days of any extension thereof, the governing body of the Township of Piscataway in order to prevent the common open space from becoming a public nuisance, may enter upon the common open space and maintain it for a period of one (1) year. Entry and maintenance by the Township of Piscataway shall not vest in the public any rights to use any open space except when it is voluntarily dedicated to the public by the residents and owners of the development. Before the expiration of the one (1) year period, the governing body of the Township of Piscataway shall, upon its initiative or upon the request of the Association, or the residents and owners of the development, order a public hearing within 15 days notice by the Planning Board of the Township of Piscataway. At that hearing, the Association or the residents and owners of the development shall show cause why maintenance by the Township of Piscataway shall not, at the election of the Township, continue for the succeeding year. If the Planning Board shall determine that the Association is not ready and able to maintain the common open space in a reasonable condition, the Township of Piscataway may, in its discretion, continue to maintain the common open space during the next succeeding year and, subject to a similar hearing and determination, each year thereafter. The decision of the Planning Board in such case shall constitute a final administrative decision subject to judicial review. The cost of maintenance by the Township of Piscataway shall be assessed ratably against the properties within the development having the right of enjoyment of the common open space, and shall become a tax lien on those properties and be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes. The Township of Piscataway at the time of entering upon the common open space for the purpose of maintenance, shall file a notice of the tax lien in the office of the Middlesex County Clerk upon the properties affected by the tax lien within the development.

In the event of a conflict between the Master Deed and Bylaws, the provisions of the Master Deed shall control.

IN WITNESS WHEREOF, The Sponsor has caused this instrument to be signed, sealed and delivered by its proper corporate officers and its corporate seal to be affixed this 11 day of October, 1985.

ATTEST:

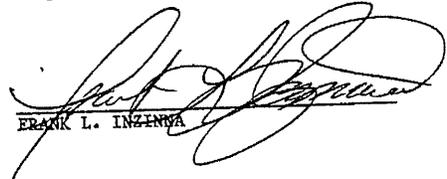

FRANK L. JOZANNA
Assistant Secretary

K. HOVNANIAN AT PISCATAWAY, INC.

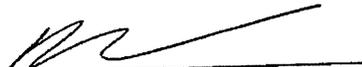
BY: 
GEORGE P. MANKOWICH,
Vice President

STATE OF NEW JERSEY: ss.
COUNTY OF MONMOUTH :

BE IT REMEMBERED, that on this 11 day of October, 1985, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared FRANK L. INZINNA, who, being by me duly sworn upon his oath, deposes and makes proof to my satisfaction, that he is the Secretary of K. Hovnanian at Piscataway, Inc., the corporation named in the within instrument; that GEORGE P. YANKOWICH is the Vice President of said corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.


FRANK L. INZINNA

Sworn and Subscribed to before
me the date aforesaid.


DONALD R. DAINES, An Attorney
At Law of the State of N. J.

Prepared by:

Donald R. Daines, Esq.
10 Highway 35
P.O. Box 500
Red Bank, NJ 07701

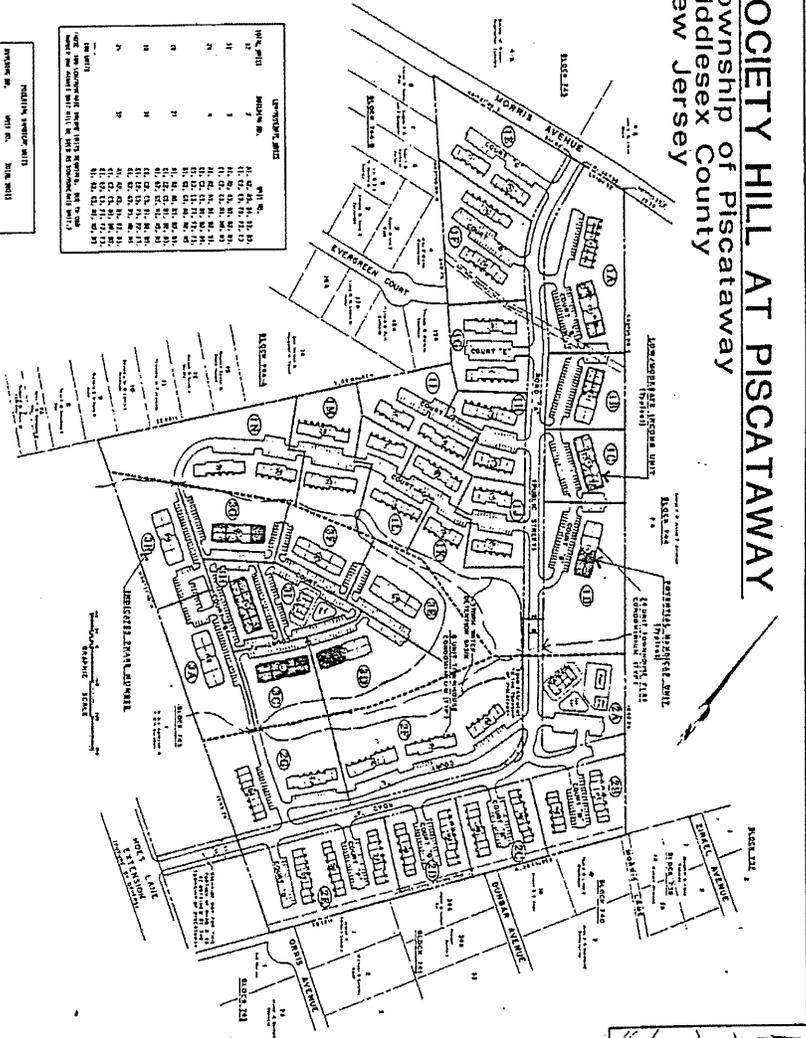
INDEX TO EXHIBITS

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B	Survey entire tract
C	Metes and Bounds Individual Phases
D	Survey Individual Phases
E	Unit Breakdown - %/Type/Parking
F	By-Laws
G	Floor Plans - 600
	250
	350
	300
	5300
	5302 - Moderate
	5302 - Low
	5303 - Moderate
	5303 - Low

MASTER DEED - INDEX

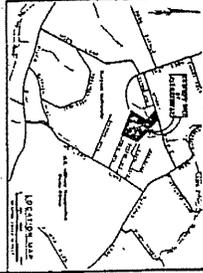
1.00	Establishment of Condominium	5.22	Restoration and Replacement of Condominium in Event of Fire, Casualty or Obsolescence
2.00	Definitions	5.23	Sponsor's Easements
3.00	General Description of Condominium	6.00	Provisions Applicable to the 21 Affordable Condominiums
3.01	Description of Units	7.00	Provisions of this Instrument and Exhibits Thereto to be a Covenant Running with the Land
3.02	General Common Elements	8.00	Easement to Association
3.03	Undivided Interest	9.00	Ownership of Unsold Units
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5.02	Ownership and Conveyance of Condominium Units	10.07	Fidelity Bond
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5.12	Amendment or Revocation of this Declaration	11.05	Surrender of Sponsor's Rights
5.13	Contribution of Unit Owners Toward Expenses, Administration, etc. of Common Elements and the Association	11.06	Technical Changes
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5.16	Liability of Purchaser for Assessments Due Association	11.09	Effective Date of Amendment
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5.20	Access to Units	14.00	Municipal Maintenance
5.21	Rental Restrictions		

SOCIETY HILL AT PISCATAWAY
 Township of Piscataway
 Middlesex County
 New Jersey



Lot No.	Area (sq. ft.)	Lot No.	Area (sq. ft.)
1	10,000	11	10,000
2	10,000	12	10,000
3	10,000	13	10,000
4	10,000	14	10,000
5	10,000	15	10,000
6	10,000	16	10,000
7	10,000	17	10,000
8	10,000	18	10,000
9	10,000	19	10,000
10	10,000	20	10,000

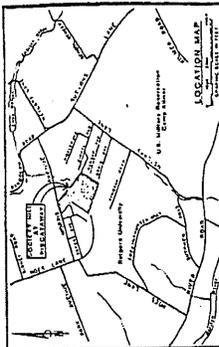
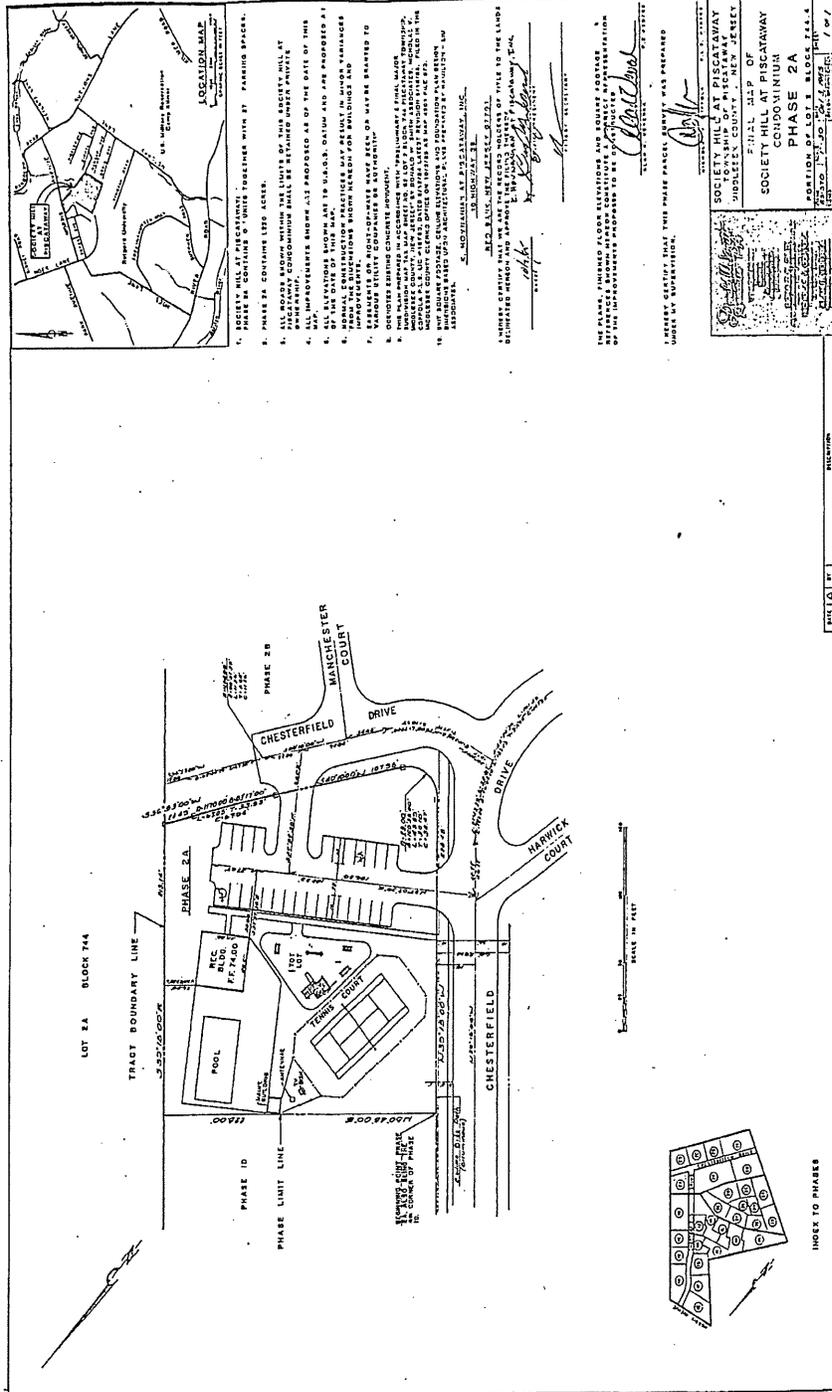
Lot No.	Area (sq. ft.)	Lot No.	Area (sq. ft.)
21	10,000	31	10,000
22	10,000	32	10,000
23	10,000	33	10,000
24	10,000	34	10,000
25	10,000	35	10,000
26	10,000	36	10,000
27	10,000	37	10,000
28	10,000	38	10,000
29	10,000	39	10,000
30	10,000	40	10,000



SOCIETY HILL AT PISCATAWAY
 PHASING PLAN
 PREPARED BY: [Firm Name]
 DATE: [Date]

Exhibit "B"

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1. PHASE 2A CONTAINS LOTS 1-10.
2. ALL ROADS SHOWN WITHIN THE LIMITS OF THIS SOCIETY HILL AT PISCATAWAY DEVELOPMENT SHALL BE RETURNED UNDER PRIVATE OWNERSHIP.
3. ALL IMPROVEMENTS SHOWN ARE PROPOSED AS OF THE DATE OF THIS PLAN.
4. ALL IMPROVEMENTS SHOWN ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PISCATAWAY ORDINANCES.
5. ALL UTILITIES SHOWN ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PISCATAWAY ORDINANCES.
6. SMALL LOTS AND TRACTS MAY BE COMBINED TO MEET MINIMUM REQUIREMENTS FOR CONSTRUCTION.
7. ALL UTILITIES SHALL BE CONSTRUCTED TO MEET THE CITY OF PISCATAWAY REQUIREMENTS.
8. ALL UTILITIES SHALL BE CONSTRUCTED TO MEET THE CITY OF PISCATAWAY REQUIREMENTS.
9. ALL UTILITIES SHALL BE CONSTRUCTED TO MEET THE CITY OF PISCATAWAY REQUIREMENTS.
10. ALL UTILITIES SHALL BE CONSTRUCTED TO MEET THE CITY OF PISCATAWAY REQUIREMENTS.

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 03/19/2026

PHASE 2A

FINAL MAP OF SOCIETY HILL AT PISCATAWAY PHASE 2A

ADDRESS: 1000 MARLBOROUGH DRIVE, PISCATAWAY, NJ 08854

D-11

BOOK 3468 PAGE 843

25

EXHIBIT

R



SCHILLER, PITTENGER & GALVIN, P.C.
ATTORNEYS AT LAW

K. JOSEPH VYZAS, ESQ.
jvyzas@schiller.law

1771 Front Street
Scotch Plains, NJ 07076
t (908) 490-0444
f (908) 490-0420

March 3, 2026

Via Email Only (trmitchell@beckerlawyers.com)

Tia Mitchell, Esq.
Becker NE, PC
1776 on the Green
67 East Park Place, Suite 800
Morristown, New Jersey 07960

RE: Vincent Marchitto/Society Hill at Piscataway
Condominium Assoc, Inc. ("Association")
Unacceptable Conduct on Behalf of Vincent Marchitto

Dear Ms. Mitchell:

As you are aware, this firm represents Vincent Marchitto in the above referenced dispute with the Association, which apparently has now escalated. Please accept this as a response to your letter emailed to me on March 2, 2026.

At the outset, you make reference to the video of the incident at the Association's Clubhouse which occurred on February 26, 2026. You describe that video as behavior in which my client "verbally accosted" Sonia Danquah, one of the Association's managers "in a hostile and threatening manner". In the discussion with her, you contend that my client "yelled and pointed his finger" at Ms. Danquah, "causing her to feel threatened and afraid for her safety." That "confrontation" ceased only after Ms. Danquah locked herself and Ms. Tome in the Management Office. I suppose those managers never told you that Ms. Danquah told my client to "get the fuck out of my office" before she closed the top section of the Dutch Door of the Management Office. That response does not comport with the behavior of one who is threatened. The video unfortunately does not contain an audio.

As a result of this "confrontation", the Piscataway Police were called. For some reason, you did not supply an Incident Report of the police response. I am sending this Report to you to complete your record. The Report shows that the Police arrived at 12:06:27 on the date of the



SCHILLER, PITTENGER & GALVIN, P.C.
ATTORNEYS AT LAW

March 3, 2026

Page 2

incident. Ms. Danquah, in the Report, claimed that this is an ongoing incident and “wishes it to be documented for further references”. If any or both of these managers felt threatened, why did they not have the Police Officer do a further investigation, i.e., talk to Mr. Marchitto? Further, if any of these managers felt threatened why did they not file a complaint with the Police Officer. You will note that the Police recommended such action in their Incident Report dated November 25, 2025, a copy of which was attached to your March 2, 2026 Letter.

My client did nothing wrong on February 26, 2026. He never threatened any of them, contrary to your letter and the assertions of your managers as evidenced by the attached Incident Report.

Based on this alleged threatening behavior, the Board has decided to suspend my client from the Board effective immediately. All rights, privileges, authority and responsibilities are likewise suspended. You cite no authority for such decision and you do not produce a Resolution of the Board authorizing such action. (Who on the Board made this decision to suspend). Further, the Association’s By-Laws do not give the Board the power to suspend a member. Also, the Board does not have the authority to remove a Board Member. That authority is only granted to the Unit Owners, who elected Mr. Marchitto. Section 5.05 of the By Laws deals with Removal of Trustees and provides:

“Trustees may be removed with or without cause, by the affirmative vote of two-thirds of the members at any annual or special meeting of members duly called for such purpose”

If the Board wishes to remove Mr. Marchitto as a Trustee, have the Board call a Special Meeting of the Unit Owners for the Purpose of Removal of Mr. Marchitto as a Trustee. Absent that vote of removal by the required number of unit owners at that Special Meeting, Mr. Marchitto remains a member of that Board of Trustees.

In your letter, you also indicate that pursuant to Section 4.12 of the By-Laws, Mr. Marchitto is no longer granted access to the Clubhouse and is prohibited for dealing with the management, despite his being a Trustee, or coming within 20 feet of Management. This is, in effect, a Restraining Order. That By Law further provides that the rights of Mr. Marchitto, as a unit owner, cannot be suspended until he has a hearing which is consistent with the principles of due process of law. Absent such a hearing, Mr. Marchitto will continue to have access to the Clubhouse. Should you wish to suspend my client’s rights as a condo owner to access the Clubhouse, DEMAND IS HEREBY MADE FOR A HEARING on such suspension.

Finally, my client will not voluntarily resign from the Board for any reason. He will continue to attend meetings as a Board Member.



SCHILLER, PITTENGER & GALVIN, P.C.
ATTORNEYS AT LAW

March 3, 2026

Page 3

Should you wish to enforce the unlawful edicts contained in your March 2, 2026 letter, you can be assured that there will be litigation for which my client will be seeking counsel fees and costs resulting from the unlawful behavior of the Board of Trustees.

Please be guided accordingly.

Very truly yours,
SCHILLER, PITTENGER & GALVIN, P.C.

K. Joseph Vyzas, Esq.

KJV/kb

cc: Mr. Vincent Marchito (via email only)

EXHIBIT

S



Kevin Wine <kwine@societyhillatpiscataway.org>

Notice of Special Open Board Meeting – March 4th, 2026 at 6:00 PM (Via Zoom)

1 message

FirstService Residential <Communications@mc.fsresidential.com>

Thu, Feb 26, 2026 at 1:32 PM

Reply-To: Sonia Danquah <sonia.danquah@fsresidential.com>

To: kwine@societyhillatpiscataway.org



Society Hill at Piscataway Condo
550 Chesterfield Dr, Piscataway , NJ 0884
800-870-0010

February 26, 2026

This is a mass communication email being sent to all residents.

Dear Kevin Wine,



**SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC
WEDNESDAY, MARCH 4TH 2026, SPECIAL BOARD
MEETING- OPEN SESSION**

March 4, 2026 7:00 PM
VIRTUAL
550 CHESTERFIELD DRIVE
Piscataway, NJ

OPEN MEETING AGENDA

- I. ESTABLISHMENT OF QUORUM & CALL TO ORDER
- II. APPROVAL OF MEETING MINUTES 01/5/2026
- III. OLD BUSINESS
 - A. RETAINING WALL NEXT STEPS- SYED PRESENTS
- IV. NEW BUSINESS
 - A. THIRD-PARTY ELECTION FIRM PROPOSALS-APPROVAL & RATIFY- TANA PRESENTS
 - B. EXTERMINATION PROPOSAL- APPROVAL & RATIFY
 - C. THRESHOLD APPROVAL AMOUNT FOR CM- APPROVAL & RATIFY
- V. ADJOURNMENT
 - A. NEXT OPEN MEETING DATE- TUESDAY, APRIL 14, 2026

Please be advised that a **Special Open Meeting of the Board of Trustees** has been scheduled for:

 **Wednesday, March, 4th, 2026**

 **6:00 PM**

 **Via Zoom**

Residents are welcome to attend using the link below:

 **Zoom Link:**

<https://us06web.zoom.us/j/84518107163?pwd=Myijl2CPhj9t0QEhJJDang3P4D0Uuz.1>

Please see the attached agenda for the list of items to be discussed.

We encourage all interested homeowners to participate

3/7/26, 12:05 AM

Society Hill at Piscataway Mail - Notice of Special Open Board Meeting – March 4th, 2026 at 6:00 PM (Via Zoom)

Sincerely,



FirstService

RESIDENTIAL

Sonia Danquah

Community Manager

Email: sonia.danquah@fsresidential.com

Phone: 732-463-3434

24/7 Customer Care Center: 800.870.0010

HODA, FirstService Residential's Homeowner Digital Assistant is now available. Simply text "Hey HODA" to 1-866-377-0779 followed by your question. HODA is a 24/7 communication tool powered by artificial intelligence, designed to provide you with immediate, reliable support at your fingertips.

This message is being sent in regards to your property at 345 Lancaster Ct.

Unsubscribe

You are currently subscribed as kwine@societyhillatpiscataway.org. Please click here to Unsubscribe if you no longer wish to receive email notifications, or click here to manage your communication preferences.

EXHIBIT

T

**SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION**



550 Chesterfield Drive
Piscataway, NJ 08854
732-463-3434

**Wednesday, March 4th, 2026, Society Hill Piscataway
Special Board Meeting**

I. Establishment of Quorum and call to business at 7:03 pm

Attendance:

Matt Phillips – SHP Board President
Mohiuddin Syed – SHP Vice President
Mark Kelsey – SHP Treasurer
Mona Wan – SHP Secretary
Anthony Blanco – SHP Trustee
Kevin Wine – SHP Trustee
Vincent Marchitto – SHP Trustee
Alexis Dairman – Becker Law
Meaghan Cannon – First Service Residential
Sonia Danquah – First Service Residential
Liz Tome – First Service Residential

II. Approval of Minutes 01/05/2026

MS motioned to approve the minutes. MW seconded the motion.
KW noted several discrepancies within the minutes. LT was asked to review the transcripts from the January 5, 2026 Board meeting to verify whether AB was present during the Old Business vote. Additionally, under Item G, the spelling of “litigation” is to be corrected. Under Item H, revisions and updates were requested.

III. Old Business:

A. Retaining Wall Next Steps – Syed Presents

MS stated that **MP** has his vote but noted he would need to leave the meeting shortly due to travel.

MS also reported that an application has been submitted to **Piscataway Township** for a new zoning permit. The application has been updated, signed, and submitted. **SD** will follow up with **Becker** regarding the matter.

KW noted that the **Zoning Board** must approve the permit.

MS stated that the previous zoning permit has expired.

KW inquired about the anticipated timeline for the permit approval.

MS indicated that the process may take approximately **one to two months**.

KW asked whether the permit would be ready **before the pool season**.

MS responded that the timeline will depend on the Township’s review process.

KW stated a **protest regarding the meeting** and requested that it be recorded in the minutes.

AB also stated a **protest regarding the notice of the meeting**.
VM indicated support for the protest.

B. Paving revised Proposal - Update

SD – Presented updated paving proposal from Reino

IV. **New Business:**

A. Third Party Election Firm Proposals – Approval & Ratify – Alexis Dairman Presents

AD – Inquired with MP if there are any new agendas to be added?

MP: Suggested placing a new agenda item before the Board and homeowners to address concerns regarding Trustee VM's conduct.

MP stated that since 2022, both prior management (Town & Country) and current management (FirstService Residential) have had to contact 911 on multiple occasions due to incidents involving Trustee VM and alleged harassment toward management staff. MP noted that the Board has previously provided VM with several opportunities to correct the behavior.

MP further referenced an incident that occurred on February 26, 2026, at approximately 9:10 AM, when VM entered the clubhouse office to inquire about not yet receiving Board-only access on the Connect portal. During the interaction, VM raised his voice and pointed his finger toward Community Manager SD and Assistant Community Manager LT. Due to the escalation, staff closed the office door. VM then exited the clubhouse and forcefully shut the door.

MP motions to immediately remove VM from the SHP Board.

AD - Asked that the motion be added to agenda, seconded by MP.

KW: On a preliminary level, the Board does not have statutory authority to vote to remove individual trustees from the Board. That authority lies solely with the owners of the Association.

There is one exception under the **Radburn amendments**, which allows a trustee to be removed if they are no longer qualified due to delinquency, such as if they have gone into arrears on their account. Outside of that circumstance, the Board does not have the authority to take such action or place a motion on the agenda to remove a trustee.

Secondly, proceeding in this manner would constitute a violation of the due process rights of the accused trustee. Several of the accusations referenced appear to be highly distorted based on what was presented.

If the Board proceeds down this path, it could create significant issues for the Board.

Thirdly, any trustee facing removal, whether for delinquency or other reasons, is entitled to **Alternative Dispute Resolution (ADR)**. The Board should keep this in mind before moving forward.

KW further stated that continuing with this matter could likely lead to litigation

AD –Noted. Thank you, Kevin. I do note that the association's code of conduct does permit removal, but since this dispute isn't necessarily a matter at hand, you can certainly write to us, and we can address your inquiries. She also wanted to be clear on record of the votes, for adding this item to the agenda.

AD – Roll Call

MP – Yes, MK- Yes, MW- Yes, MS- Yes, KW – dissented, AB – dissented.

VM has been suspended from board

AD reported that the Board must select a **third-party election monitor** for the election scheduled on **June 2, 2026**. A request for proposals (**RFP**) was issued, and **four**

proposals were received.

MP motioned to retain **Greenbaum, Rowe, Smith & Davis** to oversee the election process, with a cost **not to exceed \$8,000**, including a contingency buffer. The cost does **not include mailing expenses or communications with homeowners**. The motion was **seconded by MK**.

Roll Call Vote:

MP – Yes

MK – Yes

MW – Yes

MS – Yes

KW – Dissent

AB – Dissent

Motion Approved.

KW inquired whether **VM** was eligible to vote.

AD stated that **VM is currently suspended** due to prior actions and is therefore **not eligible to vote**.

MC requested a breakdown of the associated costs.

AD explained that the base proposal is **\$7,500**, which includes the services outlined in the proposal. Any services outside the scope of the proposal would incur **additional fees**.

MS left the meeting at **7:33 PM** and stated prior to leaving that **MP has his vote**.

AD clarified that under the **New Jersey Nonprofit Corporation Act**, a Board member must be **present at the meeting and able to hear and be heard** in order to vote.

Therefore, a Board member **cannot delegate their vote to another member during an open meeting**, and **MS will be recorded as absent for the vote**.

AD then turned the meeting back over to **SD** to proceed with **New Business**.

B.

Extermination Proposal – Approval & Ratify

SD – Requesting approval for the proposal of **\$850.00**.

MP motions to approve and ratify, Second by **MW**

Roll Call:

KW- Yes, AB- Dissent, MK- Yes, MW- Yes, MP- Yes. Motion Approved and Ratified

C. Threshold Approval Amount For CM – Approval and Ratify

SD requested a motion to increase the current spending threshold from \$750.00 to **\$1,000.00**.

MP motioned to approve the increase to \$1,000.00. The motion was seconded by **MW**.

Roll Call Vote:

AB – Dissent

KW – Yes

MK – Yes

MP – Yes

MW – Yes

Motion Approved and Ratified.

D. ADA Sidewalk Ramp Specs TWP. REQ. Ratify \$3,000.00

MP motioned to approve and ratify the item. The motion was **seconded by MK**.

Roll Call Vote:

KW – Yes

AB – Dissent

MK – Yes

MW – Yes

MP – Yes

Motion Approved and Ratified.

- E. JCB Loader – PM Proposal Not to Exceed \$1,000.00 – Ratify
SD- Presented maintenance **proposal of \$1,000.00**
MP **motioned to approve. The motion was** seconded by MK.

Roll Call Vote:

MW – Yes

KW – Yes

AB – Dissent

MK – Yes

MP – Yes

Motion Approved and Ratified.

- V. Adjournment

MP motioned to **adjourn the meeting.** The motion was **seconded by KW.**

All in favor. Motion Approved.

Meeting adjourned at 8:04 PM.

Next Meeting Tuesday, April 14th 2026

EXHIBIT

U



SCHILLER, PITTENGER & GALVIN, P.C.
ATTORNEYS AT LAW

K. JOSEPH VYZAS, ESQ.
jvyzas@schiller.law

1771 Front Street
Scotch Plains, NJ 07076
t (908) 490-0444
f (908) 490-0420

March 9, 2026

Via Email Only (trmitchell@beckerlawyers.com)

Tia Mitchell, Esq.
Becker NE, PC
1776 on the Green
67 East Park Place, Suite 800
Morristown, New Jersey 07960

RE: Vincent Marchitto/Society Hill at Piscataway
Condominium Assoc, Inc. ("Association")
Suspension of Vincent Marchitto from Board of Trustees

Dear Ms. Mitchell:

As you are aware, this firm represents Vincent Marchitto in the above referenced dispute with the Board of Trustees of the Association. I was advised by my client that, at a regular Board Meeting which occurred on March 4, 2026, the Board of Trustees voted to "suspend" Mr. Marchitto from his position as a Member of the Board.

In my letter sent to you on March 3, 2026, I had indicated to you that my client will not voluntarily resign from the Board and I further indicated to you that the Board has no authority granted in the Association's By-Laws, to suspend Mr. Marchitto from his Board Position. I had also requested in the letter that a Hearing be held prior to any such suspension. In your letter sent to me on March 2, 2026, you had indicated that if my client does not resign from the Board, you will proceed to schedule an Arbitration of this dispute with Hon. Richard Camp, J.S.C. (Ret.)

My client is re-stating his Demand that this matter be scheduled for a Hearing and we agree to use Judge Camp as the Mediator/Arbitrator of this dispute.



SCHILLER, PITTENGER & GALVIN, P.C.
ATTORNEYS AT LAW

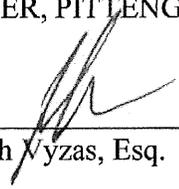
March 9, 2026

Page 2

Please schedule the matter for a hearing with Judge Camp.

P.S. I had also expected the courtesy of a letter from you advising me of the Board's decision.

Very truly yours,
SCHILLER, PITTENGER & GALVIN, P.C.



K. Joseph Vyzas, Esq.

KJV/kb

cc: Mr. Vincent Marchitto (via email only)

EXHIBIT

V



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Request for Special Board Meeting

1 message

Vincent Marchitto <vmarchitto@societyhillatpiscataway.org>

Mon, Dec 22, 2025 at 3:10 PM

To: Kevin Wine <kwine@societyhillatpiscataway.org>

Cc: Sonia Danquah <Sonia.Danquah@fsresidential.com>, Board of Trustees <board@societyhillatpiscataway.org>

I am also requesting the meeting for 12/29/2025 at 7pm.

On Mon, Dec 22, 2025 at 2:16 PM Kevin Wine <kwine@societyhillatpiscataway.org> wrote:

Sonia, Board,

Under the authority of bylaws section 5.08, "Special Meetings", I am requesting a special meeting of the board, announced to the members and open for attendance by the members, for the following agenda items:

- 1-Agenda/Board Package Lead Time
- 2-Agenda Item Priority
- 3-Board Meeting Frequency
- 4-Board Meeting Invite/Calendar
- 5-Binding Votes at Workshop Sessions
- 6-Board Voting/Email Between Meetings
- 7-Executive Session Topic Limits
- 8-Trustee Access to Association Records and Systems
- 9-Meeting Notice Policy
- 10-Temporary Snow Removal Crew
- 11-Google Workspace Renewal
- 12-FirstService Feedback Session
- 13-Crew Vacation Policy
- 14-Road Salt
- 15-JCB 416 Loader Repairs

I am requesting the meeting be called for Monday, December 29th, 2025, at 7pm.

I will provide a short explanation or proposed motion relating to each item.

Kevin

EXHIBIT

W

3/17/26, 6:11 PM



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Request for Special Meeting of the Board

1 message

Vincent Marchitto <vmarchitto@societyhillatpiscataway.org>

Thu, Feb 5, 2026 at 2:24 PM

To: Kevin Wine <kwine@societyhillatpiscataway.org>

Cc: Board of Trustees <board@societyhillatpiscataway.org>, Sonia Danquah <Sonia.Danquah@fsresidential.com>, Liz Tome <liz.tome@fsresidential.com>

I second the request, Good for the week of the 16th except for tuesday.

On Thu, Feb 5, 2026 at 2:19 PM Kevin Wine <kwine@societyhillatpiscataway.org> wrote:

Board,

As per bylaws section 5.08, "Special Meetings", I am requesting a special meeting of the board to take place sometime during the week of February 16th. The purpose would be for all of our agenda items that got bumped from the Feb 10 agenda, and for the selection of the 3rd party(s) election firm.

I should be clear in the evenings after 7pm. As I mentioned in December, Tuesday is difficult for me this time of year so I would prefer to avoid Tuesday. I didn't request a specific date because I don't know what everyone's availability is, so I assume everyone will chime in.

Kevin

EXHIBIT

X



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Special Meeting Request Status??

1 message

Kevin Wine <kwine@societyhillatpiscataway.org>

Thu, Feb 12, 2026 at 5:56 PM

To: Matt Phillips <mphillips@societyhillatpiscataway.org>

Cc: Sonia Danquah <sonia.danquah@fsresidential.com>, Board of Trustees <board@societyhillatpiscataway.org>

Matt,

I'm ok with trying to schedule the special meeting request agenda items for some date soon after the election administrator RFP deadline. The week of Feb 23. Preferably not Tuesday. I was hoping for some feedback on when trustees are available, but I could pick a date blindly, which would be Wednesday Feb 25.

Agenda Item J has been addressed, so that could be removed.

Then "Election Administrator" has to be inserted as the first thing.

Kevin

On Thu, Feb 12, 2026 at 5:22 PM Matt Phillips <mphillips@societyhillatpiscataway.org> wrote:

Kevin,

Trustees not being available for an additional meeting is not the equivalent of a "boycott" ; we are all volunteers and have our own busy lives and jobs we must tend to.

You have requested a special meeting but have not requested a specific date so I am unable to request that Sonia schedule a meeting until we have a requested date. It is also important to note that in order for a meeting to take place there must be a quorum (4 Trustees) if 4 trustees are not present then the call would be ended and no business would be conducted.

It is also important to mention that no decisions regarding third party election firms would take place until after all proposals have been received, at which time I will call a special meeting in accordance with the powers vested in me by the associations by-laws 5.08.

@Sonia Danquah Once Kevin decides on a date please send a zoom link to all trustees along with the below agenda and set the duration for 1 hour. In accordance with a recent Motion, please place the below agenda items in order of importance as you see fit.

- A. Board Meeting Format
- B. Policy Regarding Board Community Emails
- C. Board Meeting Frequency
- D. First Service Feedback Session
- E. Executive Session Topic Limits
- F. Meeting Notice Policy
- G. Crew Vacation Policy
- H. Motion to obtain legal opinion on revoking of parking spots
- I. Motion to obtain legal opinion on rights of trustees to access association documents/systems

3/17/26, 6:04 PM

Society Hill at Piscataway Mail - Re: Special Meeting Request Status??

- J. Motion to obtain legal opinion on re-voting of executive session motions in public session
- K. Motion to obtain legal opinion on removal of trustees for not signing confidentiality/ethics agreements
- L. Motion that minutes from every meeting special, executive, open, are uploaded to the drive within 5 business days after the meeting.

On Wed, Feb 11, 2026 at 3:47 PM Kevin Wine <kwine@societyhillatpiscataway.org> wrote:

Matt,

So you are saying that 4 trustees will be boycotting the special meeting? That's fine - I would still like to request the special meeting, which is required according to the bylaws. If trustees are absent, then so be it.

Kevin

On Wed, Feb 11, 2026 at 3:09 PM Matt Phillips <mphillips@societyhillatpiscataway.org> wrote:

Kevin,

There has not been an agenda or date approval from a majority of the board, therefore it appears this meeting will not meet quorum, should this change I will be more than happy to schedule this meeting.

On Wed, Feb 11, 2026 at 2:53 PM Kevin Wine <kwine@societyhillatpiscataway.org> wrote:

Board,

Any progress on the special meeting we had requested several days ago? To comply with the 7-day notice requirement, this has to be scheduled very soon if it is going to happen next week.

Kevin

--

Thank you,

Matt Phillips,
President,
Society Hill @ Piscataway
550 chesterfield drive, Piscataway NJ, 08854

--

Thank you,

Matt Phillips,
President,
Society Hill @ Piscataway
550 chesterfield drive, Piscataway NJ, 08854

2

EXHIBIT

Y



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Notice of Special Open Board Meeting – March 4th, 2026 at 6:00 PM (Via Zoom)

1 message

Matt Phillips <mphillips@societyhillatpiscataway.org>

Thu, Feb 26, 2026 at 3:22 PM

To: Kevin Wine <kwine@societyhillatpiscataway.org>

Cc: Sonia Danquah <sonia.danquah@fsresidential.com>, Board of Trustees <board@societyhillatpiscataway.org>

Kevin,

That understanding is inaccurate. In my previous emails I stated I would call a special meeting for the third party election firms once all RFPs were received. I in no way agreed to add any agenda items.

However, if a board majority agrees to revise the agenda to include some or all of your proposed discussion points I would be happy to have Sonia add them.

@Board of Trustees Please weigh in if you feel we should add part or all of Kevin's proposed topics to the agenda, For your reference I have listed the proposed topics below. If we do not have a board majority by 5pm tomorrow than the agenda will stay as is.

- A. Board Meeting Format
- B. Policy Regarding Board Community Emails
- C. Board Meeting Frequency
- D. First Service Feedback Session
- E. Executive Session Topic Limits
- F. Meeting Notice Policy
- G. Crew Vacation Policy
- H. Motion to obtain legal opinion on revoking of parking spots
- I. Motion to obtain legal opinion on rights of trustees to access association documents/systems
- J. Motion to obtain legal opinion on re-voting of executive session motions in public session
- K. Motion to obtain legal opinion on removal of trustees for not signing confidentiality/ethics agreements
- L. Motion that minutes from every meeting special, executive, open, are uploaded to the drive within 5 business days after the meeting.

On Thu, Feb 26, 2026 at 3:01 PM Kevin Wine <kwine@societyhillatpiscataway.org> wrote:

Sonia,

I was about to ask about this, so thanks for the agenda.

However, I don't see any of the other items I and another trustee had requested for this upcoming special meeting. The agreement was that both the requested items and the TPEA would be on this agenda.

What is "CM" in agenda item C?

EXHIBIT

Z

3/17/26, 5:58 PM



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Notice of Special Open Board Meeting – March 4th, 2026 at 6:00 PM (Via Zoom)

1 message

Sonia Danquah <sonia.danquah@fsresidential.com>

Thu, Feb 26, 2026 at 3:37 PM

To: Kevin Wine <kwine@societyhillatpiscataway.org>, Board of Trustees <board@societyhillatpiscataway.org>

Cc: Liz Tome <liz.tome@fsresidential.com>, Meaghan Cannon <Meaghan.Cannon@fsresidential.com>

Hi Kevin,

CM is - Community Manager

This Special Meeting is primarily being held to review and approve the election firm, as requested by the litigation team.

Any additional items can be placed on the agenda for the next scheduled meeting, or you may request that another meeting be called if needed. At this time, I am not aware of any other Trustee who has submitted agenda items for this Special Meeting.

Regarding the electronic election list you requested, I do not believe it is relevant at this time. Additionally, the owner data still requires review and editing. Given that the 2025 election is no longer an issue, the list is not necessary. I gave you the totals which should suffice.

As for the other legal documents you referenced, I am unclear on what specific materials you are requesting, as I do not have any additional legal documentation to provide at this time.

Below are the reasons your requested list was omitted at this time:**B. Policy Regarding Board Community Emails- There is no policy****C. Board Meeting Frequency- The 2026 meeting dates have already been approved. The Board can determine the path forward for 2027 at the appropriate time, and this matter should not be discussed in this meeting.****D. First Service Feedback Session- Whos' giving feedback and why does this need to be in open****E. Executive Session Topic Limits - ????? - This shouldn't be discussed in open****F. Meeting Notice Policy - What meeting and what policy will we be discussing?****G. Crew Vacation Policy - The Employee Handbook outlining the applicable benefits. Team members are familiar with their coverage and processes; however, any additional questions can be directed to your payroll representative, Mark K.**

H. Motion to obtain legal opinion on revoking of parking spots- **Not the meeting for it, we can add to April and give Becker the time to catch up so they can advise legally next steps**

I. Motion to obtain legal opinion on rights of trustees to access association documents/systems- **Becker**

J. Motion to obtain legal opinion on re-voting of executive session motions in public session- **This was already established during Board orientation with Tana, who confirmed that all items must be re-voted in Open Session, which we are currently doing. Therefore, there was no need to add this agenda**

K. Motion to obtain legal opinion on removal of trustees for not signing confidentiality/ethics agreements- **There is a pending document with Becker that has not yet been received, based on the last meeting. Once received, it will be combined with the FSR and SHP versions for approval and signature. There is no need for this item to be placed on the agenda at this time.**

L. Motion that minutes from every meeting special, executive, open, are uploaded to the drive within 5 business days after the meeting. **Liz is currently handling this, now that a system has been established identifying who is responsible for drafting the minutes. There is no need to discuss an item that is already in progress.**

Thank you



SONIA N DANQUAH
Community Manager

550 Chesterfield Dr, Piscataway, NJ 08854

Direct (732) 463-3434

Email Sonia.Danquah@fsresidential.com

24/7 Customer Care Center: 800.870.0010

[Website](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)



Book time to meet with me

From: Kevin Wine <kwine@societyhillatpiscataway.org>

Sent: Thursday, February 26, 2026 3:01 PM

3/17/26, 5:58 PM

Society Hill at Piscataway Mail - Re: Notice of Special Open Board Meeting – March 4th, 2026 at 6:00 PM (Via Zoom)

To: Sonia Danquah <sonia.danquah@fsresidential.com>; Board of Trustees <board@societyhillatpiscataway.org>
Subject: Re: Notice of Special Open Board Meeting – March 4th, 2026 at 6:00 PM (Via Zoom)

Sonia,

I was about to ask about this, so thanks for the agenda.

However, I don't see any of the other items I and another trustee had requested for this upcoming special meeting. The agreement was that both the requested items and the TPEA would be on this agenda.

What is "CM" in agenda item C?

Also, there were multiple documents I have requested multiple times, and still no response. Any progress on those?

Kevin

On Thu, Feb 26, 2026 at 1:32 PM FirstService Residential <Communications@mc.fsresidential.com> wrote:



Society Hill at Piscataway Condo
550 Chesterfield Dr, Piscataway , NJ 0884
800-870-0010

February 26, 2026

This is a mass communication email being sent to all residents.

Dear Kevin Wine,

3



**SOCIETY HILL AT PISCATAWAY
CONDOMINIUM ASSOCIATION, INC
WEDNESDAY, MARCH 4TH 2026, SPECIAL BOARD
MEETING- OPEN SESSION**

March 4, 2026 7:00 PM
VIRTUAL
550 CHESTERFIELD DRIVE
Piscataway, NJ

OPEN MEETING AGENDA

- I. ESTABLISHMENT OF QUORUM & CALL TO ORDER
- II. APPROVAL OF MEETING MINUTES 01/5/2026
- III. OLD BUSINESS
 - A. RETAINING WALL NEXT STEPS- SYED PRESENTS
- IV. NEW BUSINESS
 - A. THIRD-PARTY ELECTION FIRM PROPOSALS-APPROVAL & RATIFY- TANA PRESENTS
 - B. EXTERMINATION PROPOSAL- APPROVAL & RATIFY
 - C. THRESHOLD APPROVAL AMOUNT FOR CM- APPROVAL & RATIFY
- V. ADJOURNMENT
 - A. NEXT OPEN MEETING DATE- TUESDAY, APRIL 14, 2026

Please be advised that a **Special Open Meeting of the Board of Trustees** has been scheduled for:

Wednesday, March, 4th, 2026

6:00 PM

Via Zoom

Residents are welcome to attend using the link below:

Zoom Link:

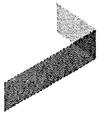
<https://us06web.zoom.us/j/84518107163?pwd=Myijl2CPhj9t0QEhJJDang3P4D0Uuz.1>

Please see the attached agenda for the list of items to be discussed.

We encourage all interested homeowners to participate

Sincerely,

4



FirstService
RESIDENTIAL

Sonia Danquah

Community Manager

Email: sonia.danquah@fsresidential.com

Phone: 732-463-3434

24/7 Customer Care Center: 800.870.0010

HODA, FirstService Residential’s Homeowner Digital Assistant is now available. Simply text “Hey HODA” to 1-866-377-0779 followed by your question. HODA is a 24/7 communication tool powered by artificial intelligence, designed to provide you with immediate, reliable support at your fingertips.

This message is being sent in regards to your property at 345 Lancaster Ct.

Unsubscribe

You are currently subscribed as kwine@societyhillatpiscataway.org. Please [click here](#) to Unsubscribe if you no longer wish to receive email notifications, or [click here](#) to manage your communication preferences.

5

EXHIBIT

AA

3/17/26, 7:47 PM



Kevin Wine <kwine@societyhillatpiscataway.org>

Weekly Manager's Report, My Comments and Doc Requests

Kevin Wine <kwine@societyhillatpiscataway.org>

Sat, Feb 7, 2026 at 2:12 PM

To: Sonia Danquah <sonia.danquah@fsresidential.com>

Cc: Board of Trustees <board@societyhillatpiscataway.org>, Liz Tome <liz.tome@fsresidential.com>

Sonia,

I looked through the report - thanks for putting this together. T&C did something similar which was helpful and probably more efficient than multiple trustees asking you the same questions multiple times.

One useful thing that could be added is the URL to the Connect web page, which does not come up in a google search. I have it in an email you sent me from months ago, otherwise I would not remember.

There are some slight issues with the trustee terms. The expirations are wrong on the first page, except for me and Anthony. Later down there is another page also with several errors. Some trustees appear to have 4 year terms, and multiple dates are wrong. I have all the history on:

<https://www.savethehill.org/cgi-bin/index.cgi?menu=Board&page=../html/Board/History/History.html>

The only thing not reflected is the fact that the consent order cuts the Syed, Mark, Vinny terms short to 2026.

I see that the December 2, 2025 meeting minutes were uploaded to Connect - thanks for making those available. After reading them, I see they still need some proofreading. Also, I don't recall making any motions but the minutes reflect I did. I can't immediately find my notes from that meeting, but I'm pretty sure it wasn't me moving.

Finally, there are still some outstanding document requests that I don't have. I had asked a couple times for the 2025 list of units that voted electronically, the insurance loss runs (I think you were on vacation - I asked Angel), the snow logs from the December storm, and also now the most recent storm on Jan 25. Months ago I had also requested to see the legal correspondence with Susan, which I will now extend to include Tana/Becker, minus whatever is protected by attorney/client privilege relating to MID-C-204-25. I am OK stopping by the office to inspect all these requested documents/files - I don't want you to have you waste too much time duplicating everything. We can just copy what I need.

Kevin

EXHIBIT

AB



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: STAFFING UPDATE

1 message

Kevin Wine <kwine@societyhillatpiscataway.org> Mon, Jan 26, 2026 at 10:54 AM
To: Sonia Danquah <sonia.danquah@fsresidential.com>
Cc: Board of Trustees <board@societyhillatpiscataway.org>, Meaghan Cannon <Meaghan.Cannon@fsresidential.com>, Liz Tome <liz.tome@fsresidential.com>

Sonia,

That is distressing.. who was injured, and exactly what happened?

Kevin

On Mon, Jan 26, 2026 at 10:52 AM 'Sonia Danquah' via Board of Trustees <board@societyhillatpiscataway.org> wrote:
Good morning Board Members,

I would like to inform you that an employee was injured early this morning and was taken to the hospital. I'm pleased to share that he was evaluated, released, and is doing okay. However, he will be out for the next few days to recover.

Management is actively coordinating with the landscape contractor to secure additional staffing to ensure continuity of services during this time.

Thank you

Best regards,



*SONIA N DANQUAH
Community Manager*

550 Chesterfield Dr, Piscataway, NJ 08854

Direct (732) 463-3434

Email Sonia.Danquah@fsresidential.com

24/7 Customer Care Center: 800.870.0010

[Website](#) | [Facebook](#) | [LinkedIn](#) | [YouTube](#)



Book time to meet with me

1



Kevin Wine <kwine@societyhillatpiscataway.org>

Re: Emergency Equipment Repairs and Temporary Rental During Storm Response

1 message

Kevin Wine <kwine@societyhillatpiscataway.org>
To: Sonia Danquah <sonia.danquah@fsresidential.com>
Cc: Board of Trustees <board@societyhillatpiscataway.org>

Sat, Jan 31, 2026 at 3:49 PM

well then on a new topic, what happened to all my agenda items!?

i know u are being told what to do by Matt, so not all this is directed at you..

On Sat, Jan 31, 2026 at 3:44 PM Sonia Danquah <sonia.danquah@fsresidential.com> wrote:

Firstly, as Management, I am authorized to make emergency decisions necessary to maintain operations and ensure the safety and continuity of services for the community. In emergency situations, those decisions may be made promptly, with notification provided thereafter, which is what occurred in this instance.

With respect to the information shared regarding the employee injury, the details provided were those required and available from Management. FirstService Residential is not the payroll administrator, and any additional payroll-related questions should be directed to your payroll department or Treasurer for clarification.

I also want to be clear that I have communicated respectfully and professionally at all times. I ask that the same courtesy be extended in return. Personal tone or assigning blame does not serve the community, nor does it contribute to productive problem-solving.

My focus remains on actions that benefit the community, ensure compliance, and maintain operations, particularly when unexpected issues arise. When matters go awry, the priority is resolution, not fault-finding.

At this point, the information necessary has been provided, and this should conclude the correspondence on this matter.

Regards,

From: Kevin Wine <kwine@societyhillatpiscataway.org>
Sent: Saturday, January 31, 2026 2:45 PM
To: Sonia Danquah <Sonia.Danquah@fsresidential.com>
Cc: Board of Trustees <board@societyhillatpiscataway.org>
Subject: Re: Emergency Equipment Repairs and Temporary Rental During Storm Response

if Matt communicated better with the board this could all have been avoided, including the cost of the rental. and this is why we were supposed to get another loader rather than another truck.

On Sat, Jan 31, 2026 at 1:59 PM 'Sonia Danquah' via Board of T<board@societyhillatpiscataway.org> wrote:

Good afternoon Board Members,

I am writing to inform you of emergency decisions that were made to ensure the community could continue to be serviced during the recent storm.

2

During operations, the loader went down unexpectedly. We experienced difficulty locating a vendor able to service the JCB brand; however, a qualified company was ultimately secured. Upon inspection, the technician reported that although the monitor indicated a filter issue, the equipment had not been fully serviced since 2024 and required multiple items, including a fuel filter replacement, air filter replacement, and an oil change.

As an immediate measure, the air filter and oil were replaced. We are currently awaiting delivery of the fuel filter, which the vendor has advised is expected mid-week next week. In the interim, and to avoid any service disruption during the storm, a temporary machine was rented from Home Depot to allow the crew to continue servicing the community.

Due to the emergent nature of this breakdown and the need to maintain safety and operations during severe weather, Management approved the associated expenses.

The technician also thoroughly cleaned the existing fuel filter so the loader could be used should weather conditions worsen over the weekend; however, this now appears unnecessary.

I will provide an update as soon as the new fuel filter is received and installed.

Thank you

Kind regards,



FirstService
RESIDENTIAL



SONIA N DANQUAH
Community Manager

550 Chesterfield Dr, Piscataway, NJ 08854
Direct (732) 463-3434
Email Sonia.Danquah@fsresidential.com

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Book time to meet with me

3

EXHIBIT

AC



Kevin Wine <kwine@societyhillatpiscataway.org>

Board Notice: Update on 2025 Election Litigation and Upcoming Election Process

1 message

FirstService Residential <Communications@mc.fsresidential.com>

Sat, Feb 7, 2026 at 3:33 PM

Reply-To: Sonia Danquah <sonia.danquah@fsresidential.com>

To: kwine@societyhillatpiscataway.org



Society Hill at Piscataway Condo
550 Chesterfield Dr, Piscataway , NJ 0884
800-870-0010

February 7, 2026

This is a mass communication email being sent to all residents.

Dear Kevin Wine,

The Board of Trustees is writing to inform the Membership of recent developments involving litigation commenced by Kevin Wine against the Association with regard to the Association's 2025 Board election.

By way of background, Mr. Wine commenced litigation against the Association alleging that the 2025 election was not conducted properly, in violation of New Jersey law. Among other things, Mr. Wine alleged that the Association was not entitled to utilize electronic voting without first amending its Bylaws to expressly authorize electronic voting. At the time of the election, the Board relied on legal advice from the Association's prior counsel, who oversaw the election process. The Trustees now understand that the legal advice they were provided was incorrect.

Prior to the election, many Owners opted to use electronic voting. The Board was not involved with the electronic ballots, which were handled by a third-party vendor. Although it does not appear that the outcome of the 2025 election would have been different, the Board recognizes that the legal guidance it relied upon with respect to the election was inaccurate. As a result, and to resolve the litigation, the Association has entered into a Consent Order that will allow the 2025 election to be redone.

The new 2025 election will take place concurrently with the 2026 annual election, which is expected to be scheduled for a date in early June, 2026. At that time, Owners will be asked to vote for five (5) Trustees:

- Two (2) Trustees will be elected to serve three-year terms;
- Two (2) Trustees will be elected to serve two-year terms; and
- One (1) Trustee will be elected to serve a one-year term.

To ensure compliance with New Jersey law and the Association's Governing Documents, a third party must oversee the election process this year.

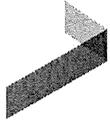
Unfortunately, this litigation has resulted in significant additional expenses for the Association, including the cost of Association counsel, litigation defense counsel, and independent election oversight. The Board is hopeful that this matter

will not adversely impact the Association's insurance coverage or future insurance rates.

Earlier this year, independent of this litigation, the Board lost confidence in prior legal counsel and made the decision to retain new Association counsel. With the benefit of new legal advice, the Board believes that the issues raised could have been addressed through alternative dispute resolution rather than litigation. Nonetheless, the Board remains committed to transparency, legal compliance, and acting in the best interests of the Association and its members.

Further information regarding the timing and procedures for the upcoming election will be provided as it becomes available.

Sincerely,
The Board of Trustees



FirstService
RESIDENTIAL

Sonia Danquah
Community Manager

Email: sonia.danquah@fsresidential.com

Phone: 732-463-3434

24/7 Customer Care Center: 800.870.0010

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