

**FILED****FEB 05 2026****10565****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.

**Hon. Thomas Daniel McCloskey, J.S.C.**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 5<sup>th</sup> 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.

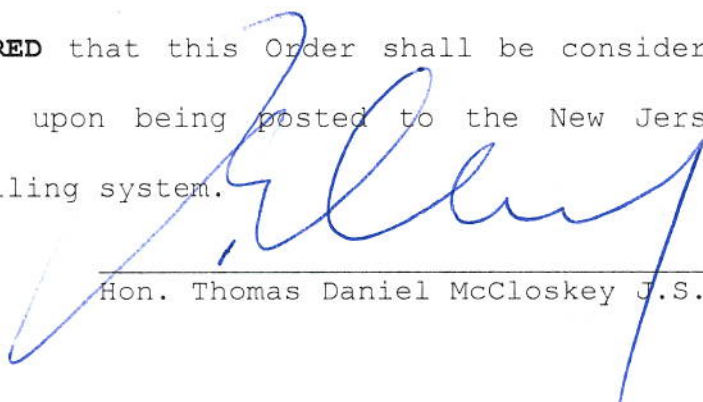
16. All election letters, ballots, proxies, and other materials shall be presented to the entire Board and all candidates prior to printing and distribution to check for errors.

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.

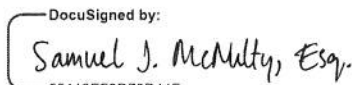
It is further **ORDERED** that this Order shall be considered served upon all parties upon being posted to the New Jersey Judiciary's electronic filing system.

  
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.

**HUESTON MCNULTY, P.C.**

Attorneys for Defendants,

By:   
SAMUEL J. MCNULTY, ESQ.

Dated: February 4, 2026

Signed by:   
KEVIN WINE, Pro Se Plaintiff

Dated: February 4, 2026