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WALNUT HILL COUNTRY CLUB, INC.,

Plaintiff,

-vs-

ANTOINETTE C. ALLEN, ET AL.,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION-SUSSEX COUNTY

DOCKET NO.: SSX-C-22-95
(RELATED DOCKET SSX-C-13-15)

CIVIL ACTION

ORDER

This matter being brought before the Court by application of Laddey, Clark & Ryan, LLP., attorneys for Plaintiff Walnut Hill Country Club, Inc. a corporation of the State of New Jersey, with Laddey, Clark & Ryan, LLP, appearing, and the Court having considered the proofs filed in this matter, and for good cause appearing,

IT IS on this 28th day of September, 2015.

ORDERED that the judgment entered in this matter by the Honorable Kenneth C. MacKenzie, JSC on January 12, 1996 and annexed hereto is hereby revived and extended for an additional twenty (20) years from the date of the expiration of said judgment.

ORDERED that this judgment shall continue in full force and effect for the additional twenty (20) years pursuant to N.J.S.A. 2A:14-5 so as to effect the extension of the Declaration of Covenants and Restrictions as stated in said Judgment.

*see attached statement
of reasons*

Opposed
 Unopposed

Stephan C. Hansbury
STEPHAN C. HANSBURY, JUDGE J.S.C.
SUPERIOR COURT OF NEW JERSEY

**IT IS YOUR RESPONSIBILITY
TO SERVE YOUR ADVERSARY
WITH THIS DOCUMENT**

WALNUT HILL COUNTRY CLUB, INC. v.
ANTOINETTE C. ALLEN, et al.
Docket No. SSX-22-05 (Related Docket SSX-C-13-15)

STATEMENT OF REASONS

On August 31, 2015, Plaintiff Walnut Hill Country Club, Inc. ("Walnut Hill") filed the current motion to extend a judgment entered on January 12, 1996 by Judge Kenneth MacKenzie, J.S.C. for an additional 20 years. Defendants are real estate owners within the Walnut Hill property. Defendants have not opposed this motion.

Before filing this motion, Walnut Hill commenced a new action under docket number SSX-C-13-15 on July 16, 2015. The purpose behind that action and Plaintiff's current motion to extend judgment are the same as discussed in detail below.

Walnut Hill is a community association whose membership includes all owners of real estate within the Walnut Hill property. 2015 Amended Complaint, ¶ 1. Defendants in the C-13-15 action (and presumably in the 1995 action) are owners of real estate within the Walnut Hill community. Id. ¶ 2. Ownership of the property is subject to specific restrictions attached to Walnut Hill's Amended Complaint. Id., Exh. A.

On January 26, 1996, Judge MacKenzie, J.S.C., entered judgment in favor of Walnut Hill that affirmed an extension of the Declaration of Covenants and Restrictions that was binding upon the Defendants (the owners of real estate within Walnut Hill). See Walnut Hill's Letter Brief, Page 1; Prol Cert., Exh. A. The judgment affirmed the resolution to impose covenants and restrictions upon the land in Walnut Hill, which was duly adopted at the April 22, 1995 Walnut Hill Country Club meeting. Prol Cert., Exh. A. The judgment states in relevant part:

WHEREAS, real estate within the Walnut Hill Estates, Inc. reservation, in the Township of Vernon, County of Sussex State of New Jersey is subject to certain uniform deed restrictions, and

WHEREAS, continuance of the aforesaid restrictions are in the best interest of all owners of real estate within the Walnut Hill Estates, Inc. reservation;

IT IS RESOLVED that the foregoing restrictions and covenants run with the land and shall continue in full force until June 1, 2015, when they shall cease and terminate, unless further extended by

agreement of a majority of the then property owners at Walnut Hill Estates, Inc.

IT IS FURTHER ORDERED that judgment be entered that seven hundred ninety eight (798) people were entitled to vote on the aforementioned resolution; that five hundred twenty one (521) votes were cast in favor of the resolution, fourteen (14) against the resolution, and two hundred fifty two (252) persons entitled to vote abstained.

Id.

On April 25, 2015, before the above judgment was set to expire, Walnut Hill held a meeting of owners to discuss the restrictions and covenants renewal. 2015 Amended Complaint, ¶ 5. At that meeting, the owners adopted a resolution that virtually reiterated the 1996 judgment above and further stated that the restrictions and covenants would remain in force until June 1, 2035. Id. Moreover, the restrictions and covenants would remain in full force after June 1, 2015, without leave of court if extended by majority vote. Id. Walnut Hill asserts that 671 persons were entitled to vote on this resolution. Id. ¶ 6. The vote went as follows: 418 votes cast in favor of the resolution, 6 cast against it, and 247 members abstained. Id.

Subsequently, Walnut Hill filed the C-13-15 action requesting the "entry of judgment against each defendant affixing and enforcing the continuance of the duly-adopted uniform deed restriction and covenants, same to run with the land and be binding on each owner and any subsequent title holder and all other persons with any interest or claim in said property until June 1, 2035, or later if approved by majority vote of the then-owners of real property within [Walnut Hill]." Id.

On August 31, 2015, Walnut Hill filed the current motion before this Court under the C-22-95 docket number. Instead of engaging in the new litigation docketed C-13-15, Walnut Hill requests that this Court extend the judgment already entered on January 12, 1996 for an additional 20 years. Extending this judgment would in effect provide Walnut Hill with the relief it requested in docket number C-13-15. Indeed, Walnut Hill argues that filing the new case is "an exhaustive undertaking that imposes an unnecessary burden on my client and wastes judicial resources and time." Walnut Hill's Letter Brief, Page 2.

This Court grants Walnut Hill's motion to extend the January 12, 1996 judgment for an additional 20 years.

According to N.J.S.A. 2A:14-5:

A judgment in any court of record in this state may be revived by proper proceedings or an action at law may be commenced thereon within 20 years next after the date thereof, but not thereafter. An action may be commenced on a judgment obtained in any other state or county within 20 years next after the date thereof or within the period in which a like action might be brought thereon in that state or country, whichever period is shorter, but not thereafter.

Furthermore, the Appellate Division held that the following elements must be proved when a judgment is revived under N.J.S.A. 2A:14-5: "(1) the judgment is valid and subsisting; (2) it remains unpaid in full; (3) there is no outstanding impediment to its judicial enforcement, *e.g.* a stay, a pending bankruptcy proceeding, an outstanding injunctive order, or the like; and (4) the action to revive is commenced within 20 years after the date the judgment was entered." Adamar of New Jersey, Inc. v. Mason, 399 N.J. Super. 63, 66 (App. Div. 2008) (quoting Kronstadt v. Kronstadt, 233 N.J. Super. 614, 616-18 (App. Div. 1990)).

In this case, Walnut Hill argues that this Court should revive the January 12, 1996 judgment pursuant to N.J.S.A. 2A:14-15. Walnut Hill notes that it filed this motion within the 20 year time-period after the original judgment was entered, therefore falling under the purview of N.J.S.A. 2A:15-15. Moreover, Walnut Hill argues that it meets the four requirements set forth by the court in Adamar of New Jersey, Inc. Specifically, Walnut Hill contends that the judgment is valid and subsisting, there is no outstanding impediment to judicial enforcement, and the notice of motion was filed within 20 years after the date the judgment was entered. See Prol Cert. ¶ 4. Significantly, Walnut Hill also asserts that the judgment "remains unpaid (noting, however, that there is no balance due, *per se*, on this order extending restrictive covenants in a lake community)[.]" *Id.*

Walnut Hill also bolsters its argument for revival by noting that the members of Walnut Hill already voted to renew the restrictions and covenants at the April 25, 2015 meeting. Indeed, the members also voted to extend that decision until June 1, 2035. Thus, Walnut Hill argues that the revival of the judgment would not be in contravention to Defendants' wishes. Further, the January 12, 1996 Order itself envisioned that the binding covenants would be extended for an additional 20-year period.

Walnut Hill makes a compelling case to revive the judgment and this Court grants the request. As noted in Adamar of New Jersey, Inc., one of the four requirements for a revival of judgment is that the proponent must show that the previous judgment "remains unpaid in full." Here, the "judgment" imposes restrictions on the use of the Defendants' property. Their consent is the equivalent of "remains unpaid in full" since money was never part of the restriction. In addition, the language of the original restriction and Judge MacKenzie's Order of January 12, 1996 contemplates extensions.


STEPHAN C. HANSBURY, P.J., Ch.