JOHN TAI and SUE TAI, Plaintiffs-Appellants,

v.

CROWN VIEW MANOR I CONDOMINIUM ASSOCIATION, Defendant-Respondent, and GLORIA SLIPOY and MARTIN ROBERT BONDA, Defendants.

No. A-2196-08T3.

Superior Court of New Jersey, Appellate Division.

Argued November 5, 2009.
Decided January 11, 2010.

John Tai, appellant, argued the cause pro se.

John R. Knodel argued the cause for respondent (Methfessel & Werbel, attorneys; Mr. Knodel, of counsel and on the brief).

Before Judges Axelrad and Sapp-Peterson.

PER CURIAM.

Plaintiffs, John and Sue Tai,[1] appeal from the trial court order, following remand from this court, dismissing their complaint. The trial court found that defendant **Crown View Manor I Condominium Association's** (the Association) records access policy was reasonable under both the 2002 and 2005 resolutions. We affirm, albeit for different reasons.

Plaintiffs are owners of a condominium unit in Crown View Manor I, a development managed by the Association. In the fall of 2005, plaintiff filed an action in the Law Division asserting claims of defamation, infliction of emotional distress and violation of the Condominium Act, N.J.S.A. 46:8B-1 to -38. The court dismissed the complaint after granting defendant's summary judgment motion. On appeal, we affirmed the dismissal of all counts except Count Five, in which plaintiff alleged that the 2002 resolution "'impermissibly restrict[ed] the unit owners['] access to the records of Crown View.'" Tai v. Crown View Manor I Condo. Ass'n, No. A-5710-06T2 (App. Div. July 11, 2008) (slip op. at 10). We remanded to the trial court "to make specific findings as to the reasonableness of those procedures adopted in the resolutions that do not mirror those we agreed were reasonable in Mulligan [v. Panther Valley Prop. Owners Ass'n, 337 N.J. Super. 293 (App. Div. 2001)]" and to also make clear whether its findings were intended to address the 2002 or 2005 resolution or both. Id. at 13.

On remand, the trial court found that

> [y]ou were provided with all requested records to which you were entitled under [the 2002 and 2005] resolutions. No dispute exists that you didn't, in fact, receive all the documents that you requested that fell within the category of permitted documents. Your complaint is what you consider permitted documents.
>
> The resolutions are reasonable on their face and not unduly restrictive of a unit owner's access to the records of the Association.

On appeal, contrary to Rule 2:6-2, plaintiffs failed to designate the precise legal issues being raised on appeal via point headings. As best as we can discern, plaintiffs continue to challenge the 2002 and 2005 resolutions, notwithstanding the limited nature of the remand. In that regard, addressing the trial court's finding that both the 2002 and 2005 resolutions are reasonable, the Association concedes that the 2005 resolution was not valid since it was never filed. Therefore, the question of its reasonableness is no longer an issue.

Turning to the 2002 resolution, while agreeing that most of the provisions contained in the 2002 resolution mirrored those we cited approvingly in Mulligan, we questioned the requirement that homeowners include an explanation of the purpose for the document inspection request. Tai, supra, slip op. at 12-13. During the remand hearing, the Association argued that the 2002 resolution was reasonable given the fact that plaintiff continuously appeared at the property manager's office seeking to obtain access to documents, a fact that plaintiff admitted to the trial court, albeit with explanation. The trial court found the 2002 resolution reasonable in its entirety.

We do not agree that plaintiff's submission of what he admitted were fifty requests for access to documents necessarily justifies requiring homeowners, as a condition of access to Association records, be required to include an explanation of the purpose for any document request. Nothing in the record, however, indicates that this condition was ever enforced against plaintiff. Moreover, the Association's attorney, during oral argument, represented that the 2002 resolution has been replaced with a 2008 resolution, passed subsequent to our remand, which does not contain the requirement that the purpose for a document inspection request be included in a written request. Therefore, even if it was unreasonable to require an explanation for a document access request, that policy was not enforced against plaintiff and no longer exists.

We also noted that the homeowners' association in Mulligan, supra, permitted inspection of documents going back for two years rather than the one year permitted under the Association's resolution. Tai, supra, slip op. at 13. The Association's counsel further advised the trial court that the Association's document retention policy has been extended beyond one year. Additionally, notwithstanding the limited time period during which the resolution mandated that documents be maintained, plaintiff acknowledged to the trial court that he had received all of the documents he requested and currently has access to the Association's records, including bank statements.

Under these circumstances, the trial court properly dismissed the remaining count in the complaint.

Affirmed.

[1] Although plaintiff's spouse is a named party, for ease of reference, the use of the word "plaintiff" refers solely to John Tai.