

August 27, 2010

LLPOA - Mr. Larry Rogers
P.O. Box 840
Mundelein, IL 60060

Copy

**Demand for Proof of Debtor-Creditor Relationship
Notice of Anticipated Reporting of Mail Fraud**

Dear Mr. Rogers:

It is a violation of the mail fraud statute to knowingly mail false bills. It is also a violation of 18 USC §1341 to knowingly engage in a scheme to obtain money from property owners by impersonating or pretending to be a creditor and using the mail to falsely informing potential purchasers that they cannot purchase the related property unless the property owners pay or compromise amounts which are known to not be debts.

You and other members of your organization have caused a number of bills and threats to be mailed to me and hundreds of property owners in Mundelein, Illinois. You claim to be the president of the Loch Lomond Property Owners Association (LLPOA). Its 1957 articles of incorporation shows that its membership is restricted to Loch Lomond property owners. Its 1961 agreement with the McIntosh company shows that it agreed to receive the Loch Lomond lake for the exclusive benefit of the Loch Lomond property owners as identified by the recorded plats and declarations. Yet, with the assistance of persons other than qualifying Loch Lomond property owners, you claim to hold the office of the presidency from an election which was not restricted to Loch Lomond property owners. You therefore appear to be impersonating an LLPOA officer. You also claim that property owners such as myself are somehow indebted to the LLPOA.

Please take notice: I do not owe any debt to the LLPOA. I demand that you provide a copy of the contract or other debt instrument by which you claim creates a creditor-debtor relationship between the LLPOA and myself. I will give you 30 days to respond before I will report the next false billing and/or false newsletter to a U.S. Postal Inspector with (1) a copy of this letter, (2) the response if any, and (3) documentation, such as the [2008 admissions](#), showing that those controlling the LLPOA have been knowingly mailing false bills and newsletters while aware of an absence of a factual basis for claiming that there is an existence of a debt.

Also, money has been solicited from incoming home buyers based upon representations that the LLPOA is obligated to satisfy a maintenance agreement or risk losing title to the Loch Lomond lake. The representation made to recipients of "welcome" letters such as myself is that "The title to Loch Lomond Lake belongs to the L.L.P.O.A. with conditions which were set up by the Arthur T. McIntosh Company when this subdivision was developed. A principal condition was that the title would continue to belong to the Association so long as the lake is properly maintained." Because money has thereafter been collected by mail based upon such representation, I am also demanding a copy of the so-called maintenance agreement within the next 30 days. Since this alleged maintenance agreement provides a basis for the solicitations, it should be easy to produce it. If not, and if you thereafter mail any newsletters or solicitations without correcting the misrepresentations, I will likewise report this with a copy of the actual recorded agreement. The actual recorded agreement incorporates the terms of the McIntosh declarations (CC&Rs) which expressly provides that no owner of the Loch Lomond lake is required to maintain the lake in any "size, depth, or condition."

The documents that I will provide to the Post Office include: (1) The McIntosh-LLPOA deed (recorded Document # [1118114](#)). It establishes the knowledge of those controlling the LLPOA that the LLPOA accepted the easement property (a) subject to existing perpetual easements and (b) expressly agreed to not "authorize or permit the use of said premises, or any part of parts thereof, by any person or persons other than the owners and occupants of the lots and parcels of real estate described in the declarations of restrictions and easement recorded as Documents numbered 822721, 903401 and 874973." (The recording of the related McIntosh plats established the Loch Lomond subdivision.)

(2) The McIntosh declarations which are incorporated by reference in the 1961 deed (Documents ## [822721](#), [903401](#) and [874973](#)). They establish the knowledge of those controlling the LLPOA that (a) the McIntosh company did not obligate any property owner to join or pay money to any property owners association, or anyone, and (b) contrary to certain false representations which have been made in so-called [“welcome” letters](#) to incoming home buyers (and on the LLPOA web site), neither the LLPOA nor any of the property owners are required to maintain the Loch Lomond lake in any “size, depth, or condition.”

(3) The LLPOA’s 1957 [articles of incorporation](#) (Document # 987515). It establishes that (a) membership within the Loch Lomond Property Owners Association is limited to Loch Lomond property owners, (b) the LLPOA was organized as a voluntary association by a small number of Loch Lomond property owners “to promote the civic, education, patriotic, economic, social and charitable purposes of the community known as Loch Lomond,” (c) it was not organized “to acquire and hold title to the lake and parks of the subdivision of Loch Lomond,” (d) it was not formed with the involvement of the McIntosh company, (e) it was not formed contemporaneously when the Loch Lomond subdivision was established and (f) it has never been licensed or chartered to operate as a homeowners’ association in accordance with 805 ILCS § 105/102.10(a)(7).

(4) The [annual reports](#) filed with the Illinois Secretary of State for the first 25 years of the LLPOA’s existence. They help establish that those who have controlled the LLPOA have known that the LLPOA is not a homeowners’ association because that false claim was never made at any time during those years.

(5) A 1980 agreement extending the McIntosh restrictions (Document # [2087334](#)). It establishes that those signing it expressly acknowledged their awareness that the LLPOA does not have “any duty to maintain said Lake in its present, or any other, size, depth or condition.” Those who signed it include (a) Stephen and Patricia Kovac (signed on p 37), (c) John and Diane Adamek (p 42), (e) La Wayne Stromberg (p 57), (h) Mary Ellen Ferkin (p 54), (i) Donald Ferkin (p 47), (j) Kelley Happ (p 54), and (k) John Epstein (p 22).

(6) A recorded 1981 agreement (Document # [2128748](#)). It establishes that Stephen Kovac, who began his real estate broker business in 1981, notarized the signatures of owners of properties “adjacent to said Loch Lomond Subdivision.” It also shows that the signing parties somehow came to believe that, without being Loch Lomond property owners, they could empower themselves to enjoy “the privileges and benefits of ownership heretofore enjoyed by the owners of lots and parcels in said Loch Lomond Subdivision.” It shows that they purportedly empowered themselves, without the signatures of the Loch Lomond property owners, to (a) join and participate in LLPOA elections contrary to the LLPOA’s articles of incorporation, and (b) create a right to use the Loch Lomond lake and parks contrary to the 1961 exclusive-use agreement that the LLPOA entered into with the McIntosh company. (For persons who have held themselves out as LLPOA officers without being qualified Loch Lomond property owners, see, e.g., K. Knudson and J. Popowitch.)

(7) The 1984 *Lakeland* opinion which holds that a voluntary-membership property owners’ association, which owns property subject to the declared easement rights of lot owners in a subdivision, cannot assess dues not otherwise required in lot owners’ deeds and related covenants and restrictions merely because the lot owners have easements permitting them to use common areas. [Lakeland Property Owners Ass’n v. Larson](#), 121 Ill.App.3d 805, 459 N.E.2d 1164, 77 Ill.Dec. 68 (Ill.App. 2 Dist., 1984).

(8) A document recorded in 1986 to purportedly nullify the *Lakeland* holding by adopting a pretend bylaw in conflict with the 1984 *Lakeland* ruling and supposedly making it retroactive to 1983. (Document # [2413895](#))

Sincerely,

J. G. Wahlert

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Mundelein, IL 60060