

Partial Timeline

1954 | 1955 | 1956

In 1954, 1955, and 1956, the McIntosh company subdivided its McIntosh Acreage into three subdivisions with a total of approximately 566 lots. The second subdivision was identified as Unit # 2, the third was identified as Unit #3, and the first one (which was apparently developed at a time when the McIntosh company did not anticipate building additional subdivisions in the area) was merely given the name “Loch Lomond Subdivision.” In its covenants, the McIntosh company provided that all grantees were required to agree to not deposit “any foreign matter whatsoever” into the Loch Lomond lake (a shallow 77-acre fishing pond located in the middle of its Loch Lomond community with an average depth of five feet). It also expressly created “perpetual” easements running with the land for the lot owners to access the lake without requiring the lot owners to join or pay money to any association. In addition, it provided that its assigns and the owner of the lake (including itself) (a) are not required to maintain the entrance-way parks and (b) are not required to maintain the lake in any size, depth, or condition.

1957

In 1957, 10 persons who owned less than 2% of the 566 lots formed a voluntary-membership nonprofit corporation while limiting membership eligibility to Loch Lomond property owners. They organized the Loch Lomond Property Owners Association for the promotion of the “civic, educational, patriotic, economic, social and charitable purposes of the community known as Loch Lomond ...” Anyone who looks at the charter can see, contrary to the false representations made more than 20 years later, the LLPOA was not organized to maintain the Loch Lomond lake. It was not organized to put plant-killing (and fish-killing) chemicals into the lake contrary to the covenants and call such activity “maintaining the lake.” Nor was it, as falsely stated in a document circulated for approval in 2013, “incorporated under the laws of the State of Illinois to administer and enforce the covenants, conditions, restrictions, easements, charges, and liens ...”

1961

In 1961, the McIntosh company conveyed the lake to the LLPOA subject to (a) the recorded declarations of restrictions and easements, plus (b) additional conditions including an agreement to not allow persons to use the lake “other than the owners and occupants of the lots ... described in the declarations ... recorded as Documents 822721, 903401, and 874973” for the three Loch Lomond subdivisions.

1963 | 1964 | 1965 | 1966 | 1967 | 1968 | 1969 | 1970 | 1971 | 1972 | 1973 | 1974 | 1975 | 1976 | 1977 | 1978 | 1979

From 1963 through 1979, the LLPOA filed Annual Reports with the Illinois Secretary of State without ever claiming that it was a homeowners’ association or that it was maintaining the lake or the parks.

1980

An agreement was signed to extend the covenants in which the signing parties expressly acknowledged knowing and agreeing that the LLPOA has no obligation to maintain the lake in any “size, depth or condition”. The signing parties also expressly agreed that “No ... chemicals or other noxious substances shall be allowed to enter the lake.” Some of the signing parties thereafter held themselves out as LLPOA officers and directors.

1981

In 1981, persons who described themselves as only owning properties in outside adjacent subdivisions (and therefore not qualified to be LLPOA members or use the lake) were solicited into signing a fraudulent document. In it, they purportedly self-granted the right to use the Loch Lomond lake and the right to participate in controlling actions taken in the name of the Loch Lomond Property Owners Association. They expressly acknowledged knowing that they were not Loch Lomond property owners. Thereafter in 1981, a mock election was held in the name of the LLPOA with the outside lot owners to defeat the LLPOA’s property rights. As a result, a real estate agent, the wife of the real estate broker who notarized the Illinois signatures, was purportedly elected to be the LLPOA corporate secretary. Also, a purported election of a lot owner with an outside address at 824 Braemar in 1981 was not disclosed in the 1982 Annual Report.

1981

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Based upon documented subsequent fraud in the 1980’s in which the schemers contacted unsuspecting incoming home buyers and solicited money by false pretenses, it’s likely that they used the

Partial Timeline

same fraud to obtain money from those whose signatures were solicited for the fraudulent 1980 document. The documents show that the organization's leaders obtained money by (a) contacting incoming home buyers, (b) falsely telling them that they had the authority to collect money in the name of the LLPOA as officers of the LLPOA, and (c) falsely telling them that they needed money to keep the lake and satisfy a condition established by the McIntosh company requiring the LLPOA to maintain the lake (i.e., put plant-killing and fish-killing chemicals in the lake). Such money usage is contrary to the original covenants and the document signed to extend the covenants. Also, the use of money to build and maintain fences with locked gates (and hiring teenage children of "officers" and "directors," plus their friends to act as gate guards) to keep nonpaying easement owners from accessing the lake is contrary to the LLPOA's deed and the covenants.

The participants have continued to obtain money by false pretenses up to the present while continuing to falsely represent to incoming home buyers that the LLPOA conditionally received title to the lake under conditions established by the McIntosh company. They falsely represent that the conditions purportedly requires the LLPOA to maintain the lake or risk having the ownership of the lake revert to the McIntosh company, a company that went out of business when its founder retired 30 years ago. They then obtain money from mail fraud by knowingly mailing false billing notices on an annual basis without correcting the falsehoods.

1986

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In 1986 when the participants were aware of the 1984 *Lakeland* decision which held, in part, that a mere ownership of easement rights does not obligate an easement owner to pay money to the owner of the easement property, they recorded a false special bylaw with a 1983 effective date to purportedly nullify the *Lakeland* holding to their actions. They continue to pretend to believe that the recording of the self-serving nonsensical bylaw gives them the authority over the 1984 *Lakeland* decision to obstruct nonpaying easement owners from accessing the easement property. When subsequent bylaws have been written, they have assigned the false bylaw different section numbers and re-recorded it. All adults of normal intelligence know that a private organization cannot nullify a court's decision by recording a bylaw in conflict with a court's holding. Those who have re-recorded the special bylaw with the 1983 effective date have demonstrated their knowledge of their fraudulent actions by threatening to file liens but refraining from doing so to collect the alleged back dues of "several hundred thousand" dollars from 1993 or any other claimed amounts.

1981

► 2014

Beginning in 1981 when the first mock election was held to engage in the identity theft of the LLPOA and defeat the property rights of the LLPOA as established by the LLPOA's 1957 charter and its 1961 deed, persons involved in this scheme have received and fraudulently misreported more than \$3,500,000 from their related criminal activities. Some of the leaders in the organization are now deceased. Others leaders in the organization who have been directly involved with determining how the income from the criminal activities would be used are identified in Annual Reports filed with the Illinois Secretary of State.

Income has been received from criminal activities including fraud, mail fraud, wire fraud, and from violating statutes against criminal intimidation, including 720 ILCS § 5/12-6.5. On its face, that statute is not limited to street gangs which sell illegal drugs. It makes it a felony to use any criminal means to compel membership in "any organization or association regardless of the nature of such organization or association." The money obtained from the criminal activities is that of the individuals, not the corporation.

The territory of the organization now covers six subdivisions: (a) the three subdivided in the 1950's by the McIntosh company from its McIntosh Acreage; (b) the two adjacent subdivisions referred to in the fraudulent 1981 document, and now (c) a third adjacent subdivision known as the Hickory Hills subdivision in which lot owners have paid money to those collecting it in the name of the LLPOA.

The participants have concealed their receipt of income from criminal activities, and washed the money through bank accounts held in the name of the LLPOA, by (a) knowingly misreporting that the LLPOA is a homeowners' association for "the" Loch Lomond subdivision and (b) by knowingly misreporting that the income was obtained on behalf of the LLPOA. When filing fraudulent tax returns and misreporting the income as belonging to the LLPOA, they have been able to reduce reported corporate taxable income by knowingly claiming the false corporate status of the corporation whose identity they took through mock elections and by knowingly claiming false corporate deductions.