



PRTC Trust

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March 1st, 2022

[Association Member]
[add]
[city], [st] [zip]

Re: **Rose Lake Forest - Important!!**

Dear Association Member,

I'm writing you with very important information which affects your property at Rose Lake Forest.

My name is Greg Wood. Like you, I own property within Rose Lake Forest (RLF), and I am a member of the Rose Lake Forest Property Owners Association (RLFPOA). My father Allan Wood, together with Charlie Rambeau, was the original developer of RLF. PRTC Trust is the successor in interest to the Developer, and I am the trustee.

We all recently received notice the Board for RLFPOA intends to try to raise the annual dues. **I'm writing to urge you to vote NO** on this measure, and I ask that you please read on, and consider my reasons for asking this of you. As an owner of [numLots] lot(s), you have [numLots] vote(s).

The notice also says they want to spend at least \$15,000.00 to pay an attorney to "rewrite all RLFPOA documents." They went on to say they want to "remove the special privileges of the Developer's successor" (that's me). What they did **not** say, but **should** have, is they also intend to remove the most important rights of all Member's; exclusive **control of your private property**. That's the real reason why they hired the attorney. They can't remove my Developer's rights without amending the Covenants, and while they're doing that they will go after your rights too.

This isn't the first time they've tried to take away your rights! The same man who is president now, tried it in 2001. Gerald W. Cornell, President, and Kelli Hayden, Secretary, signed "Amended Covenants" and recorded them at the courthouse. They violated the rules, and tried to turn RLF into their own little tyranny, and now this Board is trying it again. I'm writing you, and every other member, to be sure you know what they're doing. We can still stop them if we act fast.

When Allan Wood wrote the restrictive covenants (Covenants) for RLF back in 1971, he also created the RLFPOA; Allan was the first President of the Association.

Allan wanted RLF to be a place where people could always camp and later, if they wanted, build a home; a place to have fun and relax, not be endlessly hassled. So Allan was very careful when he wrote up all the documents.

Homeowner's associations, or POAs were already common back then, and Allan didn't like them. Everyone he knew with property in a POA was unhappy, because the POAs had too much power and control and, inevitably, the worst people (who crave power over others) always gravitate to running them. Before long, anyone who fails to walk a fine line is harrassed and fined by the POA.

Allan didn't want to have a POA at all, but he wanted to provide a common beach for all the property owners, along with some basic services like the bathrooms and trash collection, and he knew someone would have to manage all that.

So Allan incorporated the RLFPOA, and granted it the common properties like the beach and the parks, for the use of the members. He gave the POA the power to collect dues for the upkeep of the common areas and, with that, came the power to make rules regarding those common areas. Then he stepped down and turned it over to the property owners. That was it. That is the difference between RLFPOA and every other POA Allan had ever seen-- and different from any I've seen even to this day-- **The RLF Covenants do not grant the RLFPOA any control over private lots.**

This is the part the RLFPOA Board wants to change forever. They want to control **your** property and, by extension, **they want to control you**.

Luckily for us, Allan wrote the Covenants so they are very hard to change. He did that on purpose, because he knew eventually the power-hungry types would try to step in and ruin the place. They always do; this is why we can't have nice things.

Allan, my dad, died in 2001, and he left my family some lots still owned by the Developer. I made a few trips to RLF over the next few years, but it wasn't until 2013 I started coming back regularly. I grew up at RLF and I love it there. As for the other lots, I was paying property taxes on them, and they needed to be sold, so I started looking at how to do that.

It was news to me that any rules had been changed. After reading a copy of the "new rules" I was shocked. Members could be fined if paint was peeling on their house, or a porch light was crooked, or if a car with an expired plate was in the yard; and that's just a sample. The biggest assault was the part that said **"Each property [meaning private lot] is subject to the By-laws imposed by the Association..."** This meant the POA would no longer need to amend the Covenants to make more rules restricting private lots; they could make any picky rule they wanted, and lord it over the property owners. They had even started sending Notices of Violation and threatening fines!

I realized no one in his right mind would buy property in RLF with all those rules, and then it made sense to me why I saw scores of For-Sale signs all throughout the Forest. About half of them were By-Owner, and were faded and looked like they'd been there for years. Most people wanted to leave, but they couldn't sell their lots-- no one was willing to buy them.

I decided to investigate. In a nutshell, here's what my research uncovered:

- The original Covenants can be amended only by an instrument **signed by** the then owners of 2/3 of the lots. That instrument must be recorded at the courthouse, and any changes will not take effect for 3 years after the date of recording.
- The 2001 amended covenants recorded by Cornell contained the signatures of only Cornell and Hayden (president and secretary, respectively), which meant the instrument did not meet the requirements for a valid amendment.

I carefully documented my findings, wrote them out in a sworn affidavit, and recorded a notice at the courthouse. I also personally served the then-president a copy, and told him he and the other Board members could be held personally liable if they didn't go back to the old Covenants.

That was in 2014. Shortly thereafter the Board wisely stopped sending Notices of Violation, and trying to impose fines, but they still wouldn't admit they were wrong. It took five years, until 2019, before the Board formally acknowledged none of the amendments were legal, and admit they had to go back to the original Covenants.

Replacing the illegal amendments, the then-president had the original Covenants printed up in a booklet, to be distributed to members. The booklet also included eleven additional rules that did not appear in the Covenants. Presumably those rules appear in RLFPOA's bylaws. The problem is, most of those rules (7 out of 11) restrict private lots, which is beyond the authority of the POA. I'll enclose a copy of these rules, together with my comments, as an addendum to this letter.

The concept of Covenants vs. Bylaws has been misunderstood for a long time, especially by various Board Members, and I'd like to clear it up now.

Covenants: The restrictive covenants which control all the private lots, all the common areas, and which grant specific rights and duties to members, and to the POA. These are really hard to change, as they should be.

Bylaws: A set of rules governing the operation of the POA corporation. Other than the issue of whether or not to raise the dues, Bylaws are the only things that can be voted on at General Meetings. That means issues which affect private property are off the table, and cannot even be considered for a vote. If the POA's Bylaws contain rules for which the POA has not been granted authority in the Covenants, those rules are void and of no effect. It's that simple.

The POA has authority over the common areas, but not private lots. The only way to pass additional rules governing private lots is to **lawfully** amend the Covenants.

I warned the Board in late 2019 they had no authority for seven of those eleven extra rules. They said they'd respond to my letter, but they never did. Instead the Board again began, I believe sometime in 2020, sending "Notice of Violation" letters to Members who the Board claimed violated those rules, and threatening fines of \$100 for each violation.

They sent me one of those notices. I replied with a letter telling them they had no authority, and they never pursued the matter further.

If you or anyone you know paid a fine to the RLFPOA for the violation of a rule regarding private property (not in the common areas), please contact me and I will show you how to construct an affidavit which may lead to a criminal complaint.

In any case it's clear the Board is currently violating the law, and is completely out of control. The question now is, what do we do about it?

I realize the price of everything is going up. The dues at RLF are the lowest of any POA I know of, and it won't be long before services like trash pickup and upkeep of the bathrooms will suffer if the dues aren't raised. However, costs aren't critical yet, and I believe it would be extremely unwise to vote to raise the dues at the Spring meeting. All you need do is look at how they intend to spend the money-- on attorneys to rewrite their documents-- and you will see that by voting to give them more money at this time, you will only be hurting yourself and the value of your property.

As I said at the beginning of this letter, **please vote NO on the issue of raising the dues**. If you have already sent a Yes ballot, please take action to withdraw it immediately.

What else can we do?

We can start by realizing none of the current Board Members who have authorized this nonsense are really working in our best interest. I think they should all be voted off the Board. I personally believe Gerald Cornell should never again be allowed a position on the Board, since in my opinion he has proven himself to be a petty tyrant.

That's going to leave vacancies, meaning the rest of us are going to have to step up. If you've understood the need for keeping our private property private, and keeping a tight leash on the Board, please consider getting yourself on the Board. I'm willing to do the same if not enough people step up. I'm only at RLF during the summers, but I'll help in any way I can.

I have put up an online forum at <https://www.rlfpoa.org> Please join the forum. You'll be able to communicate with other Members, and I can contact you without the cost of sending a letter.

I'd also like to propose a possible solution. On a separate page I have outlined several proposals I want to put before the General Meeting. The first one, the issue of raising the dues, I will vote to REFUSE. For all the other ones, I would vote YES.

If you are able to attend the General Meeting in May of this year, please do attend. If you are unable to attend, please consider giving me your proxy, and I vow to faithfully cast your vote as I have stated above.

Thank you for your consideration in reading this. I welcome hearing from you. Please feel free to contact me directly with any ideas, comments, or concerns.

Sincerely,

PRTC Trust, RLF Developer

A handwritten signature in blue ink, appearing to read "Gregory Wood", written over the typed name.

Gregory Wood, trustee

The Eleven Extra Rules, printed without authority in the 2020 edition of the Restrictive Covenants for Rose Lake Forest

1. No dogs are allowed on the beach.

(With Authority. The beach is common property over which the POA has power, and can make rules.)

2. No pets shall be permitted to run loose on property other than the animal owner's lot.

(Without Authority. Presumes power over the owner, the animal, and the property, all of which were never granted the POA. Further, when read literally, it is ridiculous on its face. What if my neighbor brings his dog over to my lot, with my permission? This is a private property right, not a privilege which the POA has the authority to grant or withhold.)

3. Appropriate authorities may be requested to impound loose-running pets at their owner's expense.

(Mislabeled. This is not a rule, it is simply an advisory. What is it doing here? Why not append it to #1?)

4. Noise: Property owners must keep NOISE LEVELS down from 11:00PM until 7:00 AM. Noises such as loud music, excessive dog barking, revering [sic] and running loud engines, this includes cars, motorcycles, chainsaws, four wheelers, dune buggies, outdoor equipment etc. Property Owners are also responsible of their guest's noise.

(Without Authority. Unless the noise is coming from common properties, this is outside the POA's authority; it can make such rules for the beach or the parks, but not private lots. Rose Lake Forest is not a private park owned by a POA which rents camping spaces to the public. All the lots are privately owned, and the roads are owned and maintained by the County of Osceola. The POA is free to ASK people to keep the noise down, just as anyone is free to ask, but they have as much authority to DEMAND it as they would have to demand that you stand on one foot and whistle Dixie. There are State and County laws dealing with "Disturbing the Peace" which are sufficient to handle these matters, and the County Sheriff is charged with enforcing them.)

5. No dogs will be permitted to bark non-stop day or night. Property owners are also responsible for their guests and or renters.

(Without Authority. No one likes dogs barking all the time, and I'm sure a lot of people would like to have a rule on this, but it simply isn't the POA's place. Unless the barking dogs are doing their barking on the common properties, the POA has nothing to say about it. The same rules and solutions apply here as in number 4 above. This is a matter of disturbing the peace.)

6. There shall be no target practice or discharging of fire arms in Rose Lake Forest. This applies to any and all weapons for sport and pleasure, including bow & arrow and crossbows. THERE IS ABSOLUTELY NO HUNTING OF ANY KIND IN ROSE LAKE FOREST.

(Without Authority. There are State and County laws which govern the use of firearms and the proximity to residential buildings for which hunting is allowed. The POA can declare no hunting in the common areas, but has no authority to prohibit anything on private land. If the POA had the authority to do this, it would amount to an infringement of your 2nd Amendment rights and your God-given right of self-defense. What's next, will they ban your Freedom of Speech?

7. No manufacture homes (single wide, double wide or BOCA) that is more than ten (10) years of age shall be placed on any property within Rose Lake Forest. All members who wishes to place one of the above mention homes within Rose Lake Forest must provide documentation to the POAs secretary on the age of the manufacture home.

(Without Authority. I'm sure you're getting the idea by now, right? State laws, County laws, private property; none of the POA's business.)

8. Travel trailers, fifth wheelers, campers, truck campers and tents, sheds, garages, homes, antennas, outdoor lighting fixtures, postal boxes, boats, four wheelers, dirt bike, snowmobiles and jet skis: any of the following will constitute a violation and must be repaired or removed from the "Forest"

- a. Roofs that are caved in
- b. Windows broken
- c. Doors peeling or hanging off hinges
- d. Tarps not secured, ripped or torn
- e. Tents falling down
- f. doors falling off and/or missing
- g. walls falling in and or missing
- h. siding falling off
- i. windows broken out (yes, this is in here twice)
- j. doors falling off and or peeling apart (yes, this is in here twice)
- k. siding, brick or wood falling off (yes, siding is in here twice)
- l. skirting and porches falling down and/or broken
- m. chimney falling down
- n. mail boxes not affixed properly
- o. road and water ready

(Without Authority. This one tips the POA's hand, doesn't it? I'm sure you can see this is a list that's just begging to have more items added to it? Every item on this list can only have authority if it deals with rooves, windows, doors, etc., located on COMMON PROPERTY. The POA does not have authority over private lots.)

9. Dumpsters: the following is prohibited: appliances, furniture, mattresses, TV's, computer monitors, toxic chemicals, paint, paint thinners, engine oils or additives, car batteries and tires of any size. ALL empty boxes must be broken down flat. Only recyclable metal may be dumped in the scrap metal area.

(With Authority. The dumpsters are located on Common Property and within the purview of the POA.)

10. Boat Docking: once your boat is docked you need to owner information form and affix a RLFPOA boat sticker. All boats must have bumpers/fenders, boat is to be removed from slip by November 1st. No fishing from boats while docked. Keep area around your boat clean.

(With Authority. The beach is Common Property, within the purview of the POA.)

11. All boats must be removed from beach and boat areas by November 1st (yes, this is in here twice).

(With Authority. The beach is Common Property, within the purview of the POA.)

Voting Proxy

Regarding Member Voting Rights for Rose Lake Forest Property Owners Association

Name: _____

Address: _____, City _____, ST ____ ZIP: _____

Phone: _____ Cell: _____ Email: _____

I hereby certify by my signature below, that I am the owner of the herein-listed lot(s) within Rose Lake Forest, and a member of the Rose Lake Forest Property Owners Association, with the full power and authority to cast votes as the owner of said lot(s):

Description of lot(s):

Plat: _____ Lot(s): _____ Tax ID: _____

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Plat: _____ Lot(s): _____ Tax ID: _____

Plat: _____ Lot(s): _____ Tax ID: _____

I currently have authority to cast this many votes: _____ (one for each lot owned)

As a duly qualified member, I hereby move and/or second, that the following issues be brought before the next General Membership Meeting in 2022:

- Consider and vote on the question of raising membership dues.
- Compel the Board to provide all members a copy of the Association's current Bylaws.
- Compel the Board to provide all members with a copy of the "report card" from the Board's fancy attorney.
- Compel the Board to consult with the Developer (Gregory Wood) as to which Bylaws violate and/or exceed the authority granted in the Covenants and present findings at the next General Meeting.
- Consider and vote on the question to immediately fire the Board's fancy attorney; pay them off and be done with them.
- Consider and vote on the question to impeach Gerald Cornell and eject him from the Board immediately; and separately to bar him from the Board for not less than ten years.
- Consider the impeachment of any other Board Member(s) who stand with Gerald Cornell.
- "Resolved, the following statement shall henceforth be prominently displayed within every Association newsletter, and every official online presence: Please remember the Association's authority extends only to the common areas. The Association has no authority over your private lot(s)."

I further hereby grant to Gregory Wood my proxy over all my vote(s) regarding only the issues stated above, with the full power to vote on my behalf and in my stead. This proxy shall expire on 12/31/2022.

Member, Rose Lake Forest Property Owners Association:
