

Dave Campbell  
805 North Service Road West  
Sullivan, Missouri 63080

October 5, 2011

Woodland Lakes Trusteeship, Inc.  
Attn: Board of Trustees  
12 Woodland Lakes  
Sullivan, Missouri 63080

Woodland Lakes Trusteeship, Inc.: ~

It is with great regret I write this letter. I would like to believe our trustee members would have respect for the members for which they govern. However, as played out on the morning of Saturday, October 1<sup>st</sup>, before and during the owners semi-annual meeting, Mr. Larry Deis did on several occasions display character unbecoming of such a position.

First, I opened the front door to the community center at 7:30 a.m. to ask if my wife or I could help in any way before or during the meeting. Mr. Deis, already comfortable in his Chairman of the Board seat, informed me I could not park where I had parked, due to the fact, the row where I'd parked was reserved for the handi-capped and security.

I kindly moved my truck to the very back of the parking lot. A few minutes later, Mrs. Deis drove up and parked in the exact spot from which I was told to move. It is important to note, if Mrs. Deis parked on the other side of where I had been parked, she would have saved herself about 20 steps.

As I watched for two hours, no one else was directed to move their vehicle. Only one of the other vehicles that parked on the row where I had been parked, had a handi-capped tag. Another important factor is, there were no handi-capped or security parking signs, not even a poster board or safety cone.

About ten minutes before the October 1<sup>st</sup> Semi-Annual Property Owners' meeting began, I did approach the Board of Trustees with my wife and Mr. Tucker to witness Mr. Tucker's conversation with the board about issues the board had with his property. Mr. Darian loudly proclaimed that Mr. Tucker was running a business from his house. Mr. Darian also used fowl language (ie: the "F" word) while speaking with Mr. Tucker. I reminded Mr. Darian that he too ran a business from his home, and he is a trustee.

Ex. D  
p. 1



Immediately following my comment to Mr. Darian, Mr. Deiss, angrily spun his arm around and pointed to my multi-purpose lot located directly behind the community center. While clinching his jaw and grinding his teeth, Mr. Deis stated, *"You have your camper parked on a building lot."*

Mr. Deis' comment does constitute "Slander of Title," as it was a malicious falsehood relating to my real estate. Mr. Deis' comment also harms my wife's and my reputation, as it does imply my wife and I are in violation of community rules. Mr. Deis has placed my wife and me in a false light, which harms our emotional well-being.

In most civil law jurisdictions, defamation is dealt with as a crime. Famacide Deis acted maliciously because he knew his statement was false and did make said statement with reckless disregard for the truth. This malicious defamation did occur in front of hundreds of people from our community.

On two separate occasions during the October 1<sup>st</sup> meeting, Mr. Deis, with the same angry demeanor, demanded I wait my turn, going so far as to demand the microphone from my hand. Later, even though my hand was raised for several minutes, and while standing directly in front of Mr. Deis, Mr. Deis allowed others to speak whose hand had not yet been raised when I first raised my hand, providing further proof of prejudice.

In another instance, several months prior to the October 1<sup>st</sup> meeting, a fellow property owner purchased a building from my company. My wife telephoned Mr. Deis in order to receive a trustee's signature on the permit. Mr. Deis did sign the permit and also informed my wife that she owed him big time. Why would anyone owe someone a favor for that person doing their job?

Years ago, Mr. Deis did lie to me about the indentures, pertaining to a building lot I had for sale. I was sent a letter informing me I would be fined daily and not permitted to enter the subdivision if I did not remove my for sale sign because it contained my business name, despite the fact that said lot was titled in my business' name. It is my position I was discriminated against years ago concerning my sign and also on October 1<sup>st</sup>, 2011. I believe it is because I sell sheds, which are in direct competition with the Miller's store. For some arbitrary reason, I am obviously treated as less of a person than the people in the group of people the trustees do support, who also are in direct violation of the sign ordinance.

After reading the current indentures, it is understood that after proper notice, the members can duly elect another officer at the next regular meeting. If Mr. Deis does resign, we will not continue to proceed with our actions to complete such task. This amicable offer is in the best interest for all parties.

I would further ask the Board of Trustees to refrain from foul language and actions of disrespect in their capacity as Woodland Lakes Trustees. I also ask that the Board cite the exact indentures when throwing their grievances toward fellow property owners, as

Ex. D  
P. 2

we've observed, typically, such grievances by the board are nothing more than opinions and grandstanding.

I would be pleased to attend your next meeting to defend my statements. We expect this black-and-white, cut-and-dry issue to be resolved during the next meeting. We also expect all future meetings to uphold and display respect to all. If the representatives of our membership (the trusteeship) displays foul, loud, disrespectful voices and demeanors, how can they expect otherwise from the property owners? I strongly feel this board owes apologies to its members for the disrespect it has displayed. We should show professional respect for one another.

In a court of law, one must show in writing, the statutes of any accused violation. You, as enforcers of statutes, should be doing the same for your members.

As, surely, you are aware, litigation is very expensive and often unnecessary, with the successful litigant being awarded sanctions for their time and suffering, which often includes punitive damages.

In closing, to avoid further ramifications brought forth by Mr. Deis' inappropriate behavior last Saturday and beyond, we respectfully request Mr. Deis' resignation, as he has placed Woodland Lakes in a liable position. Though we do not wish to proceed into litigation against our community, we will take every step necessary to ensure the wrongful humiliation we received last Saturday does not happen again to anyone else.

I also, with this writing, request a copy of the minutes for the October 1<sup>st</sup>, 2011 meeting, as well as a copy of the audio of any recording before, during or after said meeting, for which I will be happy to pay for. Additionally, I am requesting the minutes, audio or video of all of the trustee meetings from the last 12 months. Again, I will be happy to pay for them.

Very Sincerely,



Cc: WoodlandLakesNews.com

Ex. D  
p. 3

Dave & Dawn Campbell  
805 North Service Road West  
Sullivan, Missouri 63080

October 6, 2011

Woodland Lakes Trusteeship, Inc.  
Attn: Board of Trustees  
12 Woodland Lakes  
Sullivan, Missouri 63080

Woodland Lakes Trusteeship, Inc.: ~

We attempted to pay 'our' current assessments this morning on three (3) newly deeded lots placed in our names on September 9, 2011. The lots; 3-2-11, 4-2-11 and 20-3-19, are apparently in collections and/or have outstanding balances gratis of the previous owners.

I made issue of our grievance with the board as a whole during the October 1, 2011 property owners' meeting, in which Frank Darian afterward informed me he understood, and would contact the Trusteeship's attorney Monday morning for clarification.

Apparently, Mr. Darian received a negative reply from the Trustee's attorney, as Crystal verified with Mr. Darian this morning we are expected to pay the previous owner's back assessments and collection fees. Agreeing with Crystal, we are putting this grievance in writing for clarification.

We spoke to half a dozen property owners during and after the meeting who said the assessments and collection fees were waived on their tax property land purchases.

It is our intentions to dig into this matter of strong-arming property owners into paying another's debt. I feel certain, if I as a property owner ask for access to your books, I would be denied. As a matter of fact, I ask for permission at this time for access to Woodland Lakes Books and records for my wife and me, to include access to your computer records. We will happily pay for any expense incurred by Woodland Lakes.

If we are denied access to the above requests, the records can and will be obtained through discovery, should a legal case ensue.

I would like for the Woodland Lakes Trusteeship, Inc., Trustees, to read the following paragraph 2, of Article III, last amended on 10/02/10:

2. *All assessments, either annual or special, shall from the day they are due (together with any and all interest and cost of collection, including attorney fees, and charges, which may be lawfully made by or under the authority of the indenture) constitute an automatic lien on the assessed lots and the personal obligation of the owner(s) of such lots until fully paid. Such assessments (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under the authority of the indenture) shall bear interest at the rate of .0083 percent per month if not paid within thirty (30) days of the date when due. The Trusteeship may, in addition, execute and acknowledge an instrument reciting the existence of the assessments with respect to any one or more lots and cause same to be recorded in the office of the Recorder of Deeds, and the Trusteeship may upon payment, cancel or release any one or more lots from the liability of assessments by executing, acknowledging, and recording (at the expense of the owner of the property affected) a release of such assessment with respect to any lot or lots affected. The Trusteeship may institute proceedings to foreclose the lien imposed by the failure to pay assessments (together with any and all interest and costs of collection, including attorney fees, and charges, which may be lawfully made by or under authority of the indenture) under this instrument in a court of competent jurisdiction. Lot purchases (sic) and owners may also enforce this Article for the failure to pay lot assessments (together with any and all interest and cost of collection, attorney fees, and charges, which may be lawfully made by or under authority of the indenture).*

Using the above indenture alone, it would appear the Trusteeship has not recorded a lien as outlined above. Furthermore, had the Trusteeship caused a lien against any properties, present and past, the said lien would have fell off during the tax purchase procedure. I restate my case, I have, free and clear from any liens, a Collector's Deed issued from the Washington County Collector's Office.

After confirming with your attorney, you may find your board, and membership, liable for refunds to include interest on any and all funds collected in the past to wit; we paid handsomely last year for assessments we did not owe, on lots we purchased via the Tax Collector's Office.

We urge you, the Woodland Lakes Trusteeship, Inc., to do the right thing; stop charging new owners of lots for the debts of the previous lot owners. You have no legal lien on such properties. If one dime is collected by the previous owner after the new owner has paid, you will find yourselves in the middle a fraud scheme. Hopefully, this has not already occurred.

I request a legal document from you, the Woodland Lakes Trusteeship, authorizing you to collect another's debt and collection fees. If you cannot provide such a document within thirty (30) days, I demand refunds for assessments I paid, on behalf of myself, and

also on the behalf of those other property owners who have paid another's debt, a/k/a, assessments and collection fees.

Also, I would like an updated assessment statement for the three lots we received deeds for dated September 9, 2011.

At this time, I would also like your legal take on the 140-day rule, in writing. It would appear the Trusteeship of Woodland Lakes is using a definition under Article XI, Restrictive Covenants, Amended 4-12-03, paragraph 9, concerning aerators, to demand 'certain' persons leave their lots after 140 days of usage, per year.

It is our take there is no such 140-day rule in regards to how many days one can use their own property. It is simply an unrelated definition. A property owner provides many great services. The property owner pays assessments and taxes. The property owner maintains his/her lot. The property owner provides free security for the surrounding, and beyond, other property owners. The property owner is motivated by having a property to visit anytime he or she needs to.

When a property owner is limited to 140 days a year, are they motivated to clean up their lot(s)? Install electric? (Newly installed electric service cost a minimum of \$22 per month for the first year). How can a property owner maintain a mowed lot, be free of weeds and underbrush for the general appearance of the subdivision, (Article XI, Restrictive Covenants, Amended 4-12-03, paragraph 4), if they aren't allowed in 2/3s of the year?

I would like to draw your attention, again, to the above paragraph 4. (*No signs may be placed or maintained on any lot other than the name or address of the owner, which signs shall be no larger than two (2) feet long and one (1) foot wide*). As I have been informed by the Board of Trustees, via Mr. Hovis, and also individually by Mr. Deis and Mr. Darian, it is okay to display a sign on commercial lots, while this indenture still indicates no signs are to be allowed on ANY lot, except a 2' x 1' ID sign on all lots.

Further, as I have stated for over two years, the Bourbon RV signage located directly across from Miller's Country Store is on a Building lot. The Trusteeship, via Mr. Hovis, and individually, Mr. Deis and Mr. Darian, have all held in debate, the Bourbon RV lot is a commercial lot because the Trusteeship changed it. According to the Washington County Tax Office, this is not a legal decision for the trustees to make, according to the Washington County Judge. Furthermore, if indeed it is a commercial lot, why do the indentures read:

ARTICLE XI, RESTRICTIVE COVENANTS, Amended 4-12-03, paragraph 2, subparagraph b. *Commercial Lots, "being the lots upon which this Indenture and these restrictions permit a commercial or business use, to-wit: Lots 1 – 12 and 63 and 64 of Block 1 in Section 11*;

We are business owners and would like to offer services to the many great property owners of Woodland Lakes. It is a win-win for all parties. I challenge you, the Woodland

ExD.  
P.6