

December 19, 2005

Charles Pierce
Rockwood Park Property Owner's Associations

Dear Mr. Pierce:

I am in receipt of your letter dated November 30, 2005 addressed to my mother, Margaret Meinerding. Please permit me to respond.

First, it is most unfortunate that the RPOA resorted to providing threats that are clearly based upon erroneous information. Suffice it to say that the RPOA cannot do things that it is claiming it will do if it does not obtain control of all aspects of Rockwood Park. Some of these will be addressed in more detail below.

First, you seem to imply that certain transactions, particularly the recent one with Mr. Vincent, somehow is in breach of the deed restrictions covering Rockwood Park. You are incorrect. First, as you may or may not be aware, the lot lines in most of Rockwood Park extend to the middle of the road where they immediately enjoin the next lot. In other words, there are no dedicated public roadways that break up the continuity of title if lots across the street from one another are sold to the same owner. The roadways are simply easements that, like a utility easement, may be used consistent with the easement grant. That said, the lot immediately across the street from another is just as "adjacent" to the principal lot as one purchased laterally from said property. So long as a building is on adjacent lots, whether to one side, in front, or in back, said buildings are clearly appurtenant, and are appropriate. If you wish further explanation of the legal significance of the way these lots are laid out, please have RPOA's representative contact our attorney, Robert Bohmer at (419)241-2100.

As for your contention that we have somehow "tinkered" with restrictions, I do not know what you are talking about. The restrictions on deeds that have gone out recently are identical to those on other lots throughout Rockwood Park. Any building that complies with the deed restrictions is appropriate. Your subjective opinions as to whether one building versus another enhances or decreases property values, is not a relevant inquiry. Again, all buildings will be built in accordance with the deed restrictions, and I, like you, hope that all such activities enhance rather than negatively impact property values.

Finally, as for your statement that the RPOA will refuse to furnish water to the former Boy Scout property, which is part of Rockwood Park, this contention is, plainly, incorrect. Enclosed with this correspondence is a copy of the contract that was signed in 1995 transferring control of the water system to RPOA. As you can see, this contract requires RPOA to provide water to all acreage or lots as needed.

Therefore, we, according to this contract, expect that water will be brought to any properties that a structure could be built on requiring water service. We expect RPOA to fulfill its contractual obligations, and look forward to the installation of water lines to the Boy Scout area of Rockwood Park at a time in the very near future.

Very truly yours,

Wesley C. Meinerding

November 30, 2005

Mrs. Margaret Meinerding
c/o Wes Meinerding

Dear Mrs. Meinerding:

It has come to the attention of the Trustees of Rockwood Property Owners Association (RPOA) that, at this time, you have elected not to turn over management of the Park. As such there are consequences of this action that we wish to bring to your attention, and that is the purpose of the letter.

First and foremost, it is critical to the future property values at RPOA that all covenants and restrictions contained in deeds be adhered to. This means that you are hereby put on notice that you no longer have the flexibility to negotiate deeds with prospective lot buyers that are less restrictive than all of the restrictions to which cottage owners are subject.

When you negotiated the purchase of a number of lots by Mr. Vincent, they were across the street from his primary residence. While we do not wish to argue about what occurred in this transaction, we would like to point out that it is questionable whether the garage, or "outbuilding" he plans to build, would be considered appurtenant to Mr. Vincent's dwelling. For future reference, you are hereby notified that it would be inappropriate to sell someone a lot to build on that is not NEXT TO the person's dwelling (i.e., the lot right next door to the primary dwelling). We plan to enforce this for any transactions which occur following the Vincent purchase.

If it comes to our attention that you have "tinkered" with the normal restrictions found in RPOA deeds, we will be forced to take any and all actions to vitiate the transaction until proper covenants and restrictions are set forth in the deed. We believe that covenants and restrictions are for everyone, not just you as the seller. You would **not** be within your legal rights to allow building ideas that may be to the detriment of property values in the Park.

To that end it is important that structures built in the future do not interfere with aesthetics that exist at the Park, i.e., buildings which do not comport with the surroundings, especially since there have been several upgrades over the past 10 years or

so. We want to make sure that you have not given your "OK" on something that we as Trustees would find troubling.

Also on that note be aware we cannot and will not furnish water to the former Boy Scout properties as we discussed previously.

Sincerely,

Charles Pierce
President RPOA