

Unless Defendants are held responsible for intimidating Plaintiffs' customers and prospective customers from purchasing from Plaintiffs, Plaintiffs suffer a business loss and the public suffers from the lack of choice and competition. Plaintiffs, and all other property owners' rights are at stake as a result of Defendants' actions. Property owners have a contractual interest at stake in the outcome of Defendants' intentional misconduct.

132. Plaintiffs have a property owner's interest in the contract in which "WLT," and its actors have interfered. Defendants' actions have destroyed the normal lifestyle of Plaintiffs, replacing it with fear and grief.
133. Defendants, except Officer Colyott, are mutual property owners with Plaintiffs, and have been elected or hired to uphold the indentures and to manage "WLT" to benefit all property owners equally, as stated in the "Trust Indenture."
134. Defendants did use coercion and harassment to extort hundreds of dollars from Plaintiffs. Defendants also used the "color of law" in securing the services of the Washington County Sheriff's Department in backing up Defendants' harassment. Many false statements of facts were referenced by "WLT" and their security officer, in order to

maintain control and work under the "color of law."

136. Litigation is held at each trusteeship meeting, and behind closed doors and unreported in the meeting minutes. Much of what the 1986 litigation between "NDC" and "WLT" did include poor record-keeping. Plaintiffs believe and assert, no electronic records are made of monthly and semi-annual meetings. "WLT" does have a sign on the door of the building that property owners are not allowed to record the open meetings.
137. Defendants did use fraud and misrepresentation in carrying out the "Amended Trust Indenture." The Indenture indicates property owners have the right to enjoy their property and the granting of roadways to ingress and egress. In the case of Plaintiffs, Defendants have misrepresented themselves.
138. Defendants did deceitfully inform Plaintiffs that Plaintiffs would be arrested for trespass if Plaintiffs were found within the confines of Woodland Lakes after 4:00 on November 12, 2011.
139. Plaintiffs did not receive the goods they paid for.
140. Defendants did willfully interfere with and purposefully did destroy business relationships between Plaintiffs and their prospective customers.
141. Defendants' conduct was particularly egregious because Defendants acted with actual malice and such recklessness and

negligence was done with a conscious disregard of the rights of others.

142. The damages for this action, excluding pain and suffering, are \$112,463.00 (one hundred twelve thousand, four hundred sixty-three dollars).

**COUNT VI
EXTORTION
THE RACKETEER INFLUENCED CORRUPTION
Chapter 96, Title 18, United States Code, §1961-1968**

143. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
144. Defendants did two or more predicate acts amounting to racketeering: 1) Defendants did extort money from Plaintiffs in 2010 by forcing Plaintiffs to pay another's alleged debts, collection fees and interest against Plaintiffs' will; 2) Defendants did extort money from Plaintiffs in 2010 and 2011 by forcing Plaintiffs to pay another's alleged debts.
145. Defendants did use force, and did instill fear into Plaintiffs. Using the Color of Law, Defendants did threaten to have Plaintiffs arrested for trespass if Plaintiffs did not leave Woodland Lakes, because Plaintiffs did not pay the various previous owners' alleged back assessments, even though "WLT" and its actors did fail to perfect liens on the properties.

146. Because Defendants did refuse to accept Plaintiffs' cash, in order to receive their property on October 29th, 2011, Plaintiffs did have to pay the extorted debt with their bank account which is located in Atlanta, Georgia.
147. Defendants did intimidate Plaintiffs' customers and prospective customers.
148. Defendants did acquire control of a business engaged in interstate commerce through a pattern of racketeering activity (§ 1962 (b)), because Plaintiffs sell carports and garages that are shipped from North Carolina and/or Illinois. Defendants have taken control over the building sales within the confines of Woodland Lakes, by eliminating Plaintiffs.
149. The damages for this action, excluding pain and suffering, are \$112,463.00 (one hundred twelve thousand, four hundred sixty-three dollars).

COUNT VII
BREACH OF CONTRACT - OBLIGATED SERVICE
UNJUST ENRICHMENT
25 U.S.C. §3116

150. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
151. Plaintiffs did purchase property inside the Woodland Lakes Subdivision. Upon purchasing property, Plaintiffs did enter into a contractual obligation with Defendants, known as a "Trust

Indenture and Restrictive Covenants."

152. There were mutual obligations between Plaintiffs and Defendants, which Defendants did breach.
153. Pursuant to the "Trust Indenture," upon paying yearly assessments, all property owners are granted an easement to ingress and egress to their property.
154. Defendants refuse to enlighten Plaintiffs as to why Plaintiffs have been banned from the Woodland Lakes Subdivision.
155. Defendants have promised in the "Trust Indenture" they will provide amenities Defendants either do not have or have never had, such as a swimming pool and tennis courts. Defendants have breached the "Trust Indenture" because the "Trust Indenture" does state:
 - i. Entry of Property Owners into Woodland Lakes Subdivision – "Property Owners desiring entry into the Woodland Lakes Subdivision must be properly identified before entry will be permitted. Persons displaying proper identification before entry will be permitted. Persons displaying proper identified [sic] to the gatekeeper, such as a Windshield Decal and/or Property Owners [sic] Identification Card, shall be admitted." (Article XXXIV – Page 16)
 - ii. "Five (5) bath houses shall remain open and fully operational from April 1st through September 30th of each year, swimming pools, tennis courts ... and other ornamental or recreational features within the subdivision on the common ground and any other lands set aside for the general use of the owners of the lots in said subdivision or to which the said

owners have access and the use thereof." (Article II, 8(a) – Pp 4-5)

156. Plaintiffs performed all "conditions precedent" to the contract prior to filing this lawsuit. Plaintiffs have done everything they are supposed to do in order to be in "good standing" with "WLT." Plaintiffs have paid all assessments that are legally due. Plaintiffs have not violated any rule contained in the "Trust Indenture," yet Plaintiffs have been deprived of Plaintiffs' property. Plaintiffs have put Defendants on notice prior to filing this action.
157. Plaintiffs did notify Defendants of Plaintiffs' grievances via Certified Mail on October 6th, 2011 (**Plaintiffs' Exhibit 7**), and again on December 7th, 2011, to which Defendants remain noncompliant. (**Plaintiffs' Exhibit 17**).
158. Defendants did inform Plaintiffs, if Plaintiffs paid the previous owners alleged debts, then Defendants would allow Plaintiffs vehicular ingress/egress privileges into the development of Woodland Lakes.
159. Every year since 2008, Defendant, "WLT", has accepted Plaintiffs' assessment fees, including those of others, to include collection company, JC Morgan.
160. As a result of paying property assessments each year, Plaintiffs reasonably expected they would be entitled to use their property

as well as the amenities promised by the "Trust Indenture."

161. Because Plaintiffs have not been allowed access to their property, they have been unable to accomplish the necessary cleanup and sale-preparation, which they had planned to do during the last several months they had scheduled to stay in Missouri.
162. As a result of the stated failure, said properties are not worth as much as they would have been had they been cleaned. Plaintiffs were also well into the project of building three storage barns when Defendants deprived Plaintiffs of their property. "WLT" was aware of Plaintiffs three buildings, per the permit "WLT" issued.
163. Plaintiffs did not have time to take their lumber, foundation and trusses with them, so presumably, it has now been weathered and damaged.
164. Since 2008, Plaintiffs have paid yearly assessment fees to the Trusteeship of Woodland Lakes, which "WLT" did benefit.
165. Plaintiffs did notify Defendant's attorney, David L. Baylard, on December 8, 2011 that Defendants could avoid this lawsuit by purchasing Plaintiffs' properties inside the Woodland Lakes Subdivision. **(Plaintiffs' Exhibit 10)**
166. In exchange for paying property assessments, property owners

are granted a right to vote and the right to records, the use of easements, roadways, lakes, bathhouses, common grounds, etc. Despite Plaintiffs' payment of fees to Defendants, Defendants failed to uphold their end of the "Trust Indenture" agreement.

167. Defendants did employ the services of the Washington County Sheriff's Dept., via Deputy Barton, to notify Plaintiffs they they would be arrested by Deputy Barton, personally, if they were found within the gates of Woodland Lakes after 4:00 p.m. on the date of November 12, 2011.

168. Because Defendants received money and property that should have been delivered to Plaintiffs because it belongs to them, Defendants are required by law to make restitution to Plaintiffs.

169. The damages for this action, excluding pain and suffering, are \$112,463.00 (one hundred twelve thousand, four hundred sixty-three dollars).

COUNT VIII
FRAUD
US CODE CHAPTER 47. TITLE 18

170. Plaintiffs readopt and reallege Paragraphs 1 through 68 as if fully set forth herein.

171. On May 14, 2011, "WLT", Frank Darian, Cheryl Davis, Larry Deis, At Hurlburt, Craig Kinmann and Russ Richards did witness before the State of Missouri as having last amended the

"Trust Indenture and Restrictive Covenants," on April 11th, 1983.

172. The Trust Indenture" is notarized by Deborah Clutter, who has been involved with "WLT" upon inception, as she initiated the charter.
173. The currently-filed "Amended Trust Indenture" was filed with the Washington County Missouri Recorder of Deeds on May 23, 2011. Said document does make the representation that National Development Company, Inc., a Texas Corporation, is the owner of the Woodland Lakes Subdivision. According to registration papers, "NDC" is and has always been a North Carolina company.
174. The currently-filed "Amended Trust Indenture" does state, *"...all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed 'Restrictive Covenants' or 'Restrictions' are jointly or severally for the benefit of all persons who may purchase, hold or own, from time to time, any of the several lots covered by this instrument, and are intended to run with the land and be mutually enforceable;"*
175. May 23, 2011 "Amended Trust Indenture" does represent that National Development Company, Inc.'s Trustee is R.L.

Erkenbeck.

176. Trustee R.L. Erkenbeck had been deceased approximately one decade at the filing of the current "Trust Indenture" where "WLT" last certified R.L. Erkenbeck is the trustee.
177. The currently-filed "Amended Trust Indenture" does allege to have last been amended on April 11, 1983. Deborah Clutter's Notary Seal for the signatures of the trustees who last amended the "Trust Indenture" is May of 2011.
178. Because Deborah Clutter is a property owner, and therefore definitely a party to the "contract," Deborah Clutter's notary seal is invalid, so does not validate the "Trust Indenture."
179. Defendants have shown prejudice in denying Plaintiffs their property.
180. Defendants have barred Plaintiffs from accessing their property. Said deprivation does not benefit and guard Plaintiffs, nor does the deprivation foster the health, safety and welfare of Plaintiffs.
181. At least from March of 1999 until June 21, 2002, National Development Company, Inc., did file with Missouri's Secretary of State, Annual Registration Reports, which all state "NDC's" "Principal place of business or corporate headquarters" are located in Raleigh, North Carolina.
182. "WLT" alleges in its "Amended Trust Indenture," that "NDC" is