

a Texas Corporation.

183. Defendants have failed to abide by the Clean Water Act.

Defendants have been discarding toxic trash along and inside Greens Creek, inside the confines of Woodland Lakes.

184. Plaintiffs have been denied access of the easement that is promised in the "Amended Trust Indenture."

185. R.L. Erkenbeck did pass away in or around May of 2001.

Therefore, could not have been a Trustee in 2011, when the last "Amended Trust Indenture was filed by the Trusteeship of Woodland Lakes.

186. The Trusteeship of Woodland Lakes was aware they did not amend the last "Amended Trust Indenture" in 1983, yet recklessly certified to have done so, while as a corporation, retaining an attorney, should have had said attorney review the falsely-declared document.

187. "WLT" did file a frivolous lawsuit in or around September of 2011, against a fellow property owner, indicating a disregard for property owners' best interests.

188. Defendants know Plaintiffs are entitled to their property, though have recklessly ignored the promises outlined in the "Amended Trust Indenture.

189. The Trusteeship of Woodland Lakes is aware that, in regards to

Missouri, National Development Company was dissolved in 2004 and that "NDC's" principal place of business was in Raleigh, North Carolina.

190. "WLT" Security did use deadly force against another property owner for trespass and disturbing the peace, and did arrest said property owner for 24 hours without due process, evidencing poor judgment on the part of "WLT."
191. In May of 2011, the Trusteeship of Woodland Lakes promised to abide by Missouri's Clean Water Act, although the Trusteeship was aware that they had been dumping toxic waste in a creek in Woodland Lakes and behind the "WLT" maintenance shed. Until ordered by DNR, "WLT" did continue to illegally dump, being ordered more than once by DNR to clean up the mess.
192. Since 1986, the Trusteeship of Woodland Lakes has been barring property owner's access to their properties in Woodland Lakes. Therefore, Defendants did know in May, 2011 that their promise to provide easements to all property owners was false, because Defendants have continued their practice of denying access to property owners they don't like.
193. In swearing to the Recorder of Deeds of Washington County, Missouri (thus, the property owners of Woodland Lakes) that the Trust Indentures would be upheld and were last amended on

April 11, 1983, the Trusteeship of Woodland Lakes did intend for property owners to believe Defendants' fraudulent certification, thereby reacting to said belief pursuant to Defendants' will and desire.

194. Plaintiffs did not receive nor were offered a copy of the "Trust Indenture," nor even made aware of the "Trust Indenture," until after purchasing their first Woodland Lakes property.

Eventually, Plaintiffs did rely on the fraudulent "Amended Trust Indenture," when purchasing their property in the Woodland Lakes Subdivision. Because the first few pages of the "Amended Trust Indenture" allege to be for the well-being and fairness of the property owner, and also promises the property owners will receive an easement to their property, Plaintiffs presumed the promises would be upheld. There is no attempt on behalf of "WLT" to notice prospective properties owners of any covenants.

195. Plaintiffs have experienced pain and suffering, depression, sleeplessness and anxiety. Plaintiffs were in the process of building three storage buildings when they were denied access to their property, thereby suffering the loss of the wasted lumber and pride of workmanship that has now weathered on Plaintiffs' property and hearts.

196. Plaintiffs' reputation in their community has been injured as a



result of Defendant's prejudicial and knowingly malicious acts.

197. Defendants' malicious and knowingly prejudicial actions are a substantial factor that brought injuries to Plaintiffs.

198. The damages for this action, excluding pain and suffering, are \$112,463.00 (one hundred twelve thousand, four hundred sixty-three dollars). Punitive damages have not been included.

**COUNT IX  
FEDERAL EASEMENT RIGHTS  
TITLE 16 CHAPTER 27 § 1248**

198. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.

199. Solutions to the problem of "landlocked" property are the establishment of an easement or the creation of a "private road."

200. Pursuant to the Woodland Lakes Amended Trust Indenture, property owners are to pay yearly assessments, and property owners are granted the right to egress and ingress to their property by way of easement.

201. The "Trust Indenture" does state:

*"WHEREAS, 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." (Plaintiffs' Exhibit 5)*

202. Defendants did separate the ownership Plaintiffs had with their Woodland Lake property. By removing the passageway to access their property, Plaintiffs' property is worthless.
203. Current and previous owners of Woodland Lakes properties, have been using the road easements within Woodland Lakes to ingress and egress onto their property since the inception of the development. The way the "Amended Trust Indenture" did read when it was first amended, on April 11, 1983, all property owners are granted access to their properties via roadways known as easements. The previous manifest use of the roadways to Plaintiffs' properties gave rise to an easement, indicating said easement is meant to be permanent.
204. Plaintiffs have an Easement By Necessity. According to the last filed "Amended Trust Indenture," "NDC" owns all of the land located within the development of Woodland Lakes.
205. The easement was necessary in order for Plaintiffs to use their land, with the necessity both at the time of the severance and at the time of the exercise of the easement.

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

**COUNT X**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
**RESTATEMENT (2d) OF TORTS § 558 - 581**  
**RESTATEMENT (2d) OF TORTS § 652E**

207. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.

208. Defendants did act intentionally and recklessly in depriving Plaintiffs of their property and slandering Plaintiffs. Defendants knew they'd already been admonished in Federal Court to stop harassing property owners, yet they took a risk.

209. Defendants conduct was extreme and outrageous because in 1986 Defendants were sued for the same conduct and told by the Federal Court to stop depriving property owners of their property. In the 1986 case against "WLT" the Late, Honorable Federal Judge Nangle stated, "*...further injurious actions are unlikely.*"

210. It was Defendants' continued conduct of depriving Plaintiffs of their property that did cause Plaintiffs' damages.

211. Defendants' intentional and reckless conduct has caused severe emotional distress in Plaintiffs. Plaintiffs' quality of

life has been disrupted. Plaintiffs suffer from fear, depression, embarrassment, anger and humiliation, as a result of Defendants' conduct [**Plaintiffs' Exhibit 21**].

212. The damages for this action, excluding pain and suffering, total \$124, 926.00 (one hundred twenty-four thousand, nine hundred twenty-six dollars).

**COUNT XI  
FALSE LIGHT/INVASION OF PRIVACY  
RESTATEMENT (2d) OF TORTS § 558 - 581  
RESTATEMENT (2d) OF TORTS § 652E**

213. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
214. Defendants did place Plaintiffs in a false light on Defendant Larry Anderson's "Welcome to Woodland" Internet forum. Said publication is an invasion of Plaintiffs' privacy [**Plaintiffs' Exhibit 21**].
215. Defendants' false light statements were made with malice. Defendant Larry Anderson did act with further malice by allowing the negative, untrue comments to remain for a period of time on his website.
216. Mr. Anderson did not live up to or deliver according to his Internet site disclaimer, notice and personal message.
217. The highly-offensive statements made by Defendants place Plaintiffs in a false light and invade Plaintiffs' privacy.



218. The damages for this action, excluding punitive, are \$300,000.00 (three hundred thousand dollars).

**COUNT XII  
DEFAMATION  
RESTATEMENT (2d) OF TORTS § 558 - 581  
TEX CP. CODE ANN. § 73.001 & RSMo. 509.210**

220. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
221. Defendants have published false and defamatory statements about Plaintiffs, as set forth in the Statements of Fact, herein incorporated [Plaintiffs' Exhibit 21].
222. Defendants have published false and defamatory statements about Plaintiffs to other property owners and also to people they don't know who did visit Larry Anderson's Internet forum.
223. The defamatory matter publicized by Defendants was of no public concern.
224. Defendants' defamatory publications are an attack on Plaintiffs professional character and community standing.
225. Defendants' defamatory publications did damage Plaintiffs and continue to damage Plaintiffs.
226. The damages for this action, excluding punitive, are \$300,000.00 (three hundred thousand dollars).

**COUNT XIII  
PRIVATE NUISANCE**

227. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
228. Defendants did interfere with Plaintiffs' enjoyment of their Missouri property.
229. Defendants did interfere with the physical condition of Plaintiffs' land by: 1) Removing the fence to the swimming pools, located next door to Plaintiffs' property. The pools contained water, causing Plaintiffs to fear for the safety of passersby, to include the children who were scheduled two nights later to participate in the Halloween party at the Community Center, also next door to Plaintiffs' property; 2) Days later, tearing up the pools next door to Plaintiffs, while not installing an appropriate barrier to prevent curious passersby from harm, thereby causing Plaintiffs further worry. Furthermore, the appearance and safety of the "WLT" property does diminish Plaintiffs' property value.
230. Defendants did disturb the comfort of Plaintiffs pertaining to Plaintiffs' property rights by: 1) the trusteeship repeatedly telling Plaintiffs that Defendants could have Plaintiffs arrested for trespassing; 2) Officer Colyott repeatedly stating that

property owners can be arrested for trespass, and also stating that the Prosecutor gave the Trusteeship permission to arrest anyone inside the development of Woodland Lakes for the simple reason that the Trustee, *"does not like,"* the property owner; 3) In Plaintiff's first real conversation with Officer Colyott, the "peace officer" did tell Plaintiff he wanted to pull his *"pistol out and put a round between,"* the eyes of one of the property owners.

231. Plaintiffs have clear ownership of property in Missouri in which they cannot enjoy because Defendants will not allow them vehicular ingress and egress. Due to Defendants' aforesaid threats, Plaintiffs fear for their safety.
232. Plaintiffs and Defendants both have property rights and privileges in respect to Plaintiffs' use and enjoyment of property.
233. Defendants did prejudicially, purposefully and maliciously cause the invasion upon Plaintiffs; it was Defendants' unauthorized conduct which did cause Plaintiffs harm.
234. Defendants' invasion upon Plaintiffs is intentional and unreasonable and has resulted in significant harm for Plaintiffs, causing Plaintiffs to suffer emotional distress.
235. The damages for this action, excluding pain and suffering, are \$112,463.00 (one hundred twelve thousand, four hundred sixty-