IN THE CIRCUIT COURT OF THE COUNTY OF WASHINGTON STATE OF MISSOURI

STEPHANIE A. BEENE, DONALD W. BEENE, and MICHAEL G. BEQUETTE		
Plaintiffs,)) Cause No. 21WA-CC000 73	
vs.)	Division No. III O'clock Minutes	_ _M
WOODLAND LAKES TRUSTEESHIP, INC.,)	DEC 2 8 2022	
Defendant.	By Arshley Gum	,

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT

Plaintiffs brought this action against Defendant alleging that Defendant did not have the power or authority to enforce the Woodland Lakes Trust Indenture and Restrictive Covenants, as amended ("Covenants"), relating to the Woodland Lakes Subdivision ("Subdivision") located in Washington County, Missouri. Plaintiffs also alleged that the Covenants and other Subdivision rules were invalid and discriminatorily enforced against them. Defendant denied Plaintiffs' allegations and filed its Amended Counterclaim, seeking, among other things, injunctive relief to compel Plaintiffs to abide by the provisions of the aforementioned Covenants.

On November 10, 2022, this case came on for trial. Plaintiffs presented evidence; Defendant presented evidence, and the Court then took the matter under submission.

NOW, THEREFORE, based on the evidence adduced, the Court hereby enters the following Findings of Fact, Conclusions of Law, and Judgment.

I. Findings of Fact

1. Defendant Trusteeship is the trustee of Woodland Lakes Subdivision, a private subdivision located in Washington County, Missouri.

- 2. The Woodland Lakes Subdivision consists of 8,225 lots, 13 lakes, seven bathhouses, a community center, and approximately 350 miles of roadway.
- 3. Defendant Woodland Lakes Trusteeship, Inc. is a Missouri not-for-profit corporation authorized and empowered to act as the trustee of the Woodland Lakes Subdivision. The Trusteeship consists of seven members elected by the lot owners and serves without compensation. Plaintiffs' Exhibit 1. Article I, paragraph 4. The Trusteeship must enforce the Covenants against the lot owners and their guests. See Articles II, VII of Exhibit 1.
- 4. Plaintiff Stephanie Beene acquired her lots in the subdivision subject to the Covenants, as amended from time to time. See Plaintiffs' Exhibit 6.
- 5. Plaintiff Stephanie Beene admitted on December 12, 2020, meeting with the board and during her testimony at trial that her dogs had not been confined to her property or on a leash on multiple occasions.
- 6. Following Plaintiff Stephanie Beene's meeting with the board on December 12, 2020, the board agreed to reconsider the ban on Plaintiffs Stephanie Beene and Michael Bequette and reduce the fines by one-half on the condition that the Plaintiffs agreed to thereafter abide by the rules of the Subdivision. See Defendant's Exhibit I, letter dated December 22, 2020. When Plaintiffs did not respond to that offer, the Trusteeship reinstated the fines and bans pursuant to a letter to the Plaintiffs dated January 21, 2021. See Defendant's Exhibit I.
- 7. By letter dated February 22, 2021, the board of Woodland Lakes permanently banned Plaintiff Donald Beene (who is not a lot owner of the subdivision) and his girlfriend, Ellie Cook, from entering the subdivision based upon their entering the men's bathhouse in violation of subdivision rules. See SOP, Vol. I, Appendix D. At the same time, the board banned Plaintiffs Stephanie Beene

and Michael Bequette from all common ground and limited their ingress and egress to their lots to a specific route within the subdivision. See Defendant's Exhibit I.

- 8. On March 3, 2021, at approximately 3:00 a.m., Plaintiff Donald Beene was denied entry into the subdivision under the ban above. At that time, Plaintiff Donald Beene belittled and threatened the gate guard with aggressive behavior and profuse vulgarity. During that confrontation, Plaintiff Donald Beene admitted to speeding through the subdivision over the 25-mile-per-hour posted signs, which speed limit was lawfully established by the Trusteeship. See Article II, paragraph 8; Article XI, paragraph 3; SOP Volume 1, Appendix D.
- 9. On March 8, 2021, Plaintiffs applied to this Court for a Temporary Restraining Order to enjoin the bans above, alleging, among other things, that Plaintiff Donald Beene had been prevented from accessing his "home" and prevented from obtaining "shelter, food, water, and living accommodations," thereby causing a "substantial risk of harm to Plaintiffs health, safety, and life." The petition, paragraph 30. Plaintiffs further alleged that they were unlawfully banned from the roadways, bathhouses, and trash receptacles which interfered with Plaintiffs' "health, safety, nutrition and peaceful enjoyment of their properties." The petition, page 12.
- 10. In her Affidavit in support of the Temporary Restraining Order, Plaintiff Stephanie Beene swore under oath that unless the bans of the board were enjoined:

"I will continue to suffer an immediate and irreparable injury, loss, or damage in the form of, but not limited to, denial of water rights, denial of use of easements, denial of seeing my son, the inability to provide shelter and safety for my son, and possible death with no access to clean water."

Affidavit of Stephanie A. Beene, paragraph 19.

- 11. Plaintiff Stephanie Beene testified that at the time of the bans, her son Donald Beene was employed full-time and had been living with his girlfriend in the subdivision. She also alleged in her Petition that the Plaintiffs were residing "part-time" in the Woodland Lakes Subdivision. The petition, paragraph 5. In her trial testimony, Stephanie Beene admitted that the partial ban imposed on her and Michael Bequette by the board did not prevent them from leaving the subdivision any time they wished to buy food and water to bring back to their lot.
- 12. Plaintiff Stephanie Beene's lots containing what the Beenes called their "home" in the Subdivision are designated as "camping lots" on the plat relative to her lots, which plat restricted the use of said lots against "permanent dwellings." See Defendant's Exhibit U. The Covenants restricted the overnight use of said lots to no more than 180 days per calendar year (Article XI, paragraph 9) (recently amended to 180 days per 12-month period—see Defendant's Exhibit W-2).
- 13. Plaintiffs' "home" at Woodland Lakes has no water source except for a portable tank which the Plaintiffs filled up at the bathhouses located on the common ground of the subdivision.
- 14. When Plaintiffs filed their Petition, they alleged that they were current in the payment of subdivision assessments for six of their ten lots but had not paid the assessments for four lots because of the fines assessed by the Trusteeship. The petition, paragraph 14.
- 15. In Count I of their Petition, Plaintiffs seek a declaratory judgment that the Trusteeship does not have the right to deny Plaintiffs, their family or guests, access to their lots within the subdivision and could not ban lot owners, guests, or family members from obtaining clean water at the common ground bathhouses or from otherwise utilizing the roadways or other common ground. The plaintiffs also sought an award of damages for the lost use of their property and pain and suffering.
- 16. In Count II of their Petition, the Plaintiffs seek a declaratory judgment that Defendant cannot limit the Plaintiffs' use of their camping lots to 180 days per year.

- 17. In Count III of their Petition, the Plaintiffs seek ejectment of Defendant from their properties.
 - 18. In Count IV of their Petition, Plaintiffs seek damages against Defendant for nuisance.
- 19. In Count V of their Petition, Plaintiffs allege a conversion of their lots and easement rights.
- 20. In Count VI of their Petition, Plaintiffs seek an injunction enjoining Defendant from enforcing the ban on Plaintiff Donald Beene and the partial ban on Plaintiffs Stephanie Beene and Michael Bequette and seek an injunction against Defendant from "harassing, threatening, stalking, and otherwise intimidating Plaintiffs . . . or taking any other action which interferes with Plaintiffs' health, safety, nutrition, and peaceful enjoyment of their properties."
 - 21. In Count VII of their Petition, Plaintiffs seek punitive damages.
 - 22. Plaintiffs also seek an award of attorney fees in all of their counts.
- 23. Stephanie Beene testified that she believed that the Plaintiffs had been singled out and discriminated against by Defendant's enforcement of the provisions of the Covenants and rules of the promulgated Standard Operating Procedure Manual against Plaintiffs but admitted that she had no problems with the board's ability to enforce the rules and/or fine offenders as long as such were applied uniformly to violators. She also admitted allowing her underage, unlicensed son to drive her vehicle in the subdivision.
- 24. According to Plaintiffs' witness Kinmann, a former trustee, the Trusteeship issues fines and bans only upon a formal vote of the board and then only as a last resort when all other means of seeking compliance have failed. Mr. Kinmann was on the board of trustees when the fines and bans were issued against Plaintiffs, voted in favor of the actions, and believed that the actions taken against the Plaintiffs by the Trusteeship were reasonable under the circumstances.

- 25. In its Answer, Defendant denied Plaintiffs' allegations and raised the defense of "unclean hands" based on numerous and continuous violations of the Covenants and Subdivision rules by Plaintiffs.
- In its Amended Counterclaim, Defendant alleges numerous violations of the 26. Covenants by Defendants and alleges that Defendant's actions against Plaintiffs were authorized by the provisions of the Covenants and Standard Operating Procedure Manual (SOP) and seeks a declaratory judgment that Defendant has the right to enforce the requirements of the Covenants and SOP. Defendant also requests an injunction denying Plaintiff Donald Beene and his girlfriend access to the subdivision; an injunction enjoining Plaintiffs from using a washing machine on their lots unless they have a lawful sewage disposal system; an injunction denying Plaintiffs' access to the bathhouse, community center and roads and other common ground (except for the designated road contained in Defendant's letter to Plaintiffs of February 22, 2021); an injunction prohibiting Plaintiffs from allowing their dogs to leave Plaintiffs' lots except when they are on a leash; an injunction prohibiting Plaintiffs from using their camping lots as a "home" or permanent residence; an order compelling Plaintiffs to install appropriate water well and sewage disposal systems in connection with their "residence" on a lot which allows same; for an injunction compelling Plaintiffs to abide by the Covenants and rules of the subdivision; and for an award of Defendant's attorney fees and costs incurred in this case.

II. Conclusions of Law

The Court hereby enters the following Conclusions of Law:

1. The Covenants of the Woodland Lakes Subdivision and all amendments to date were validly enacted by the lot owners, run with the land, and are enforceable against Plaintiffs as lot owners. In a recent case, the Missouri Supreme Court has held that real estate covenants are to be

interpreted and enforced under the law relating to contracts. *Trs. of Clayton Terrace Subdivision v. 6 Clayton Terrace, LLC*, 585 S.W. 3d 269 (Mo. 2019).

- 2. Under Missouri law, a Court is empowered to enjoin continuous violations of restrictive covenants by an offending lot owner. See *Dash v. Barnaby*, 604 S.W. 3d 326 (Mo. App. 2020).
- 3. Penalties, fines, and other sanctions are permissible for lot owners who violate restrictive covenants. See *Indian Hills Civic Ass'n v. Indian Lake Property Owners Ass'n*, 637 S.W. 3d 622 (Mo. App. 2021).
- 4. The Woodland Lakes Trusteeship is not a "water company" under the rules and regulations under the Department of Commerce and Insurance (Exhibit 14) because it does not provide water "for gain" or charge a separate charge based upon water usage by lot owners. Defendant offers no water to Plaintiffs' individual lots but allows water to be available to all lot owners in good standing and their guests at its common ground bathhouses at no separate charge.
- 5. Defendant Woodland Lakes Trusteeship has the right, power and authority to enforce the provisions of the Covenants, as amended, and the SOP, promulgated under Article XXII of the Covenants against both lot owners and their guests. See Covenants, Article II; Article XI, paragraph 14. See Exhibit 1.
- 6. Under the subdivision Covenants, no lot owner is allowed to establish a residence or dwelling on a camping lot. Camping lots are for recreational and temporary use, and owners are only allowed to reside on the camping lots for no more than 180 days per 12-month period. Under the Department of Natural Resources regulations, no sewage disposal system is permitted on a camping lot. "Dwellings" or "homes" in the Subdivision must be on non-camping lots and must have water

wells and sewage disposal systems approved by the Washington County Health Department. See Article XI, as amended October 1, 2022, paragraphs 7, 9 (Exhibit W-2).

- 7. Article XI, paragraph 3 authorizes the Trusteeship to ban lot owners from using the roads and other common ground of the Subdivision if they need to be in good standing.
- 8. The establishment of a "residence," "dwelling," or "home" on camping lots violates Article XI, paragraph 2(c) and 2(d) and breaks the rules and regulations of the Department of Natural Resources. See Exhibit Q.
- 9. Failure to keep a dog confined to one's lot or on a leash constitutes a violation of Article XI, page 11, paragraph 6 and SOP, Volume 1, Appendix D.
- 10. Trustees can ban violating guests from entering the Subdivision. Article VII, page 8, paragraph 8; Article XI, page 10, paragraph 3; SOP, Appendix D.
- 11. Lot owners who allow their unlicensed underage children to drive on the subdivision roads violate Article II, paragraph 8; Article XXX; and SOP, Appendix D.
- 12. Exceeding the posted speed limit in the Subdivision violates Article II, page 4, paragraph 8; Article XI, page 10, paragraph 3; SOP, Volume 1, Appendix D.
- 13. Plaintiff Donald Beene's taking of Ellie Cook into the men's bathroom violated SOP, Volume 1, Appendix D.
- 14. The board is authorized to levy fines on lot owners who violate the provisions of the Covenants or SOP—article XI, page 10, paragraph 3; SOP, Appendix D.
- 15. No holding tanks or other sewage disposal systems are allowed on camping lots. Article XI, page 12, paragraph 11. Department of Natural Resources letter, Exhibit Q, page 4, paragraph 4.

- 16. The trustees are authorized to limit or ban the use of common ground for violations of the Covenants or SOP. SOP, Appendix D; Article XI, page 10, paragraph 3.
- 17. The swapping of car stickers is prohibited under the Covenants—article XXXIV; SOP Volume I, Appendix D.
- 18. The amount of the fines assessed by the Trusteeship against Plaintiffs were authorized and reasonable under the circumstances and are payable by Plaintiffs. See Exhibit Article XI, paragraph 3; see Exhibit T.

III. Judgment

WHEREFORE, being fully informed in the premises, the Court enters the following Judgment:

- 1. On Count I of Plaintiffs' Petition, the Court finds the issues against Plaintiffs and in favor of Defendant. The Court at this moment DECLARES, FINDS, and ADJUDGES that the Trusteeship had the right, power, and authority under the Covenants and SOP to ban Plaintiff Donald Beene and his girlfriend, Ellie Cook, permanently from the Woodland Lakes Subdivision and the right power and authority to ban Plaintiffs Stephanie Beene and Michael Bequette from the roadways, bathhouses and other common ground in the subdivision (except for ingress and egress over the designated route) and thereby deny them access to the water at the bathhouses based on their violations of the Covenants and other rules of the subdivision. The provisions of the Covenants and SOP were duly enacted and are enforceable against all lot owners in the Subdivision.
- 2. The Court believes that Plaintiffs obtained the Temporary Restraining Order under false pretenses and misleading allegations. The Court hereby terminates the Temporary Restraining Order and awards Defendant the bond posted by Plaintiffs pursuant to said Temporary Restraining Order.

- 3. On Count II of Plaintiffs' Petition, the Court finds the issues against the Plaintiffs and in favor of the Defendant and DECLARES, FINDS, and ADJUDGES that the "180-day" rule is a reasonable and enforceable restriction under the Covenants and enforceable by the Trusteeship against Plaintiffs and other lot owners of the subdivision. This rule was adopted by the rules and regulations of the Missouri Department of Natural Resources, and the trustees are obligated to enforce those rules and regulations within the Subdivision.
- 4. On Count III of Plaintiffs' Petition, the Court finds the issues against Plaintiffs and in favor of Defendant, and judgment is hereby entered in favor of Defendant under Plaintiffs' Count III.

 Based on this ruling, the motion of Defendant to dismiss said Count III is moot.
- 5. On Count IV of Plaintiffs' Petition, the Court finds the issues against Plaintiffs and in favor of Defendant, and judgment is hereby entered in favor of Defendant under Plaintiffs' Count IV.
- 6. On Count V of Plaintiffs' Petition, the Court finds the issues against Plaintiffs and in favor of Defendant, and judgment is hereby entered in favor of Defendant under Plaintiffs' Count V. Based on this ruling, the motion of Defendant to dismiss said Count V is moot.
- 7. On Count VI of Plaintiffs' Petition, the Court finds the issues against Plaintiffs and in favor of Defendant, and judgment is hereby entered in favor of Defendant under Plaintiffs' Count VI.
- 8. On Count VII of Plaintiffs' Petition, the Court finds the issues against Plaintiffs and in favor of Defendant, and judgment is hereby entered in favor of Defendant under Plaintiffs' Count VII. Based on this ruling, the motion of Defendant to dismiss said Count VII is moot.
- 9. Based on the preceding, Plaintiffs' requests for damages, including punitive damages, are denied, as is Plaintiffs' request for attorney fees.
- 10. Concerning Defendant's Counterclaim, the Court finds the issues of said Counterclaim in favor of Defendant and against Plaintiffs as follows:

- (a) Plaintiffs are guilty of numerous violations of the covenants and duly promulgated rules and regulations of the Subdivision and have engaged in the course of conduct constituting unclean hands which would bar any injunctive relief being granted to Plaintiffs. Said violations and actions comprising "unclean hands" of the Plaintiffs include, but are not limited to:
- i. Despite the Plaintiffs' mislabeling of Plaintiffs' lots as their "residence" or "home," the lots the Plaintiffs are staying on are camping lots that cannot have a permanent dwelling, well or sewage disposal system, and said lots are subject to the Covenants' 180-day rule;
- ii. The Plaintiffs are delinquent in the payment of their Subdivision fines levied upon them for violation of the covenants, rules, and regulations of the Subdivision referenced herein;
- iii. The Plaintiffs have on multiple occasions allowed their dogs to run at large in the Subdivision, causing a nuisance and many complaints from other lot owners, despite demands by Defendant that they keep their dogs on a leash or their property;
- iv. The Plaintiffs misrepresented that they have been denied access to their lots by Defendant; Plaintiffs have only been denied the use of the bathhouses, community center, and certain roads in the Subdivision based on their continued violations of the Subdivision covenants, rules, and regulations;
- v. Plaintiffs have allowed their unlicensed, underage son to drive Plaintiffs' vehicles on the Subdivision roads;
- vi. Plaintiffs have caused loud music to blare from their lots, creating a nuisance to their neighbors;

- vii. The 17-year-old Plaintiff Donald W. Beene (not himself a lot owner) has driven vehicles on the Subdivision roads at excessive speeds and recklessly, despite demands by the Trusteeship that he stop doing so;
- viii. Said 17-year-old Plaintiff, on March 3, 2021, at 3:00 a.m., appeared at the gate and falsely claimed that his family had a temporary restraining order against the trustees and after that, verbally assaulted the gate guard of the Subdivision, threatening to knock her out and "fuck" her and calling her a "fat ass cunt", a "two-bit crack whore", a "slut", "bitch" and "bull dyke." Plaintiff Stephanie Beene's testimony that she was unable to identify her son on the video of the incident was not credible;
- ix. The 17-year-old Plaintiff took his girlfriend into the men's restroom at the bathhouse of the Subdivision and lied to trustees about it until he and his girlfriend were observed coming out of the men's restroom;
- x. The Plaintiffs have swapped Subdivision stickers issued to their vehicles to other vehicles not registered with the Trusteeship in violation of the rules of the Trusteeship;
- xi. The trustees have received information that Plaintiffs are using a washing machine on their lot without proper gray water disposal equipment in violation of the Subdivision covenants and rules and regulations and regulations of the Department of Natural Resources;
- xii. The Plaintiffs are, by their admissions, residing as permanent residents on camping lots in violation of Article XI(2) of the Covenants and have established their "home" there when there cannot be a water well or wastewater disposal system which is required

for a permanent residence under Article XI(7) and (9) of said Covenants and by regulations of the Department of Natural Resources; and

- xiii. The Plaintiffs have continually ignored the lawful and duly passed covenants, rules, and regulations governing the Subdivision, despite numerous warning letters issued by the Trusteeship, causing irreparable damage to the law and order, reputation, tranquility, and integrity of the subdivision.
- (b) It was based upon the actions of the Plaintiffs set forth above in violation of the rules and covenants of the Subdivision that the Trusteeship took action against the Plaintiffs by limiting their use of the common ground and buildings located thereon and prohibiting the 17-year-old Plaintiff (who is not a lot owner) and his girlfriend from entering the Subdivision as guests of the Plaintiffs.
- (c) Plaintiffs' allegations that they are being denied access to their lots are false, as are the allegations that Plaintiffs were denied access to clean water for consumption, cooking, cleaning, bathing, and other daily requirements of life since Plaintiffs' lots are "camping lots" which are not and cannot be serviced by a water system. The plaintiffs could have obtained clean water from any grocery store or convenience store and brought it into the Subdivision. Plaintiffs are only being denied access to the shared ground bathhouse based upon their delinquency in the payment of their fines and the other actions of Plaintiffs referenced above; had Plaintiffs paid their past-due fines and otherwise obeyed the covenants, rules, and regulations of the Subdivision, they would have had free access to all of the Subdivision's common ground and amenities. Still, Plaintiffs have chosen not to do so. Plaintiffs have continually violated the Subdivision's Covenants and reasonable rules and regulations. They have flaunted the Temporary Restraining Order issued in this case as a reason for continually violating the same with impunity.

- (d) Defendant is empowered by the covenants of the Woodland Lakes Subdivision and the Standard Operating Procedures Manual to make and enforce the Subdivision Covenants and rules and regulations concerning Plaintiffs' use of their lots and the common ground and buildings within the Subdivision and empowered under Article XI to enjoin and levy fines against persons who violate same in compliance with said Covenants, rules and regulations. Exhibit 1, Article XI.
- (e) Plaintiffs' allowing their dogs to run at large are continuing violations which are causing irreparable harm to the lot owners who fear dogs running loose, and such actions constitute a continuing nuisance to the lot owners causing irreparable damage to the Subdivision; as a result, Defendant has no adequate remedy at law and is entitled to enjoin said continuing violations as allowed by Article XI of the Subdivision covenants.
- (f) Under Articles I and II of the Covenants governing the Woodland Lakes Subdivision ("Subdivision") and Plaintiffs' lots, Defendant is the governing entity and trustee of the Subdivision and is authorized and empowered to enforce the Covenants of the Subdivision and also the rules and regulations promulgated by the Trusteeship under the authority granted to Defendant under said Covenants and under the Standard Operating Procedures manual duly enacted by Defendant under it.
- (g) Both before and after the issuance of the temporary restraining order, in this case, Plaintiffs have continued to violate the Covenants and rules and regulations of the Subdivision as aforesaid, which has caused irreparable harm to the Subdivision and which authorizes Defendant to obtain injunctive relief against Plaintiffs based on said violations, Defendants having no adequate remedy at law; moreover, injunctive relief is expressly permitted by Article XI, Section 14 of the Covenants of the Subdivision.

- (h) Under Article XI, Section 14, Defendant is entitled to an award of attorney fees and costs in connection with Plaintiff's violations of the Covenants and rules and regulations of the Subdivision, including, but not limited to, attorneys fees and costs incurred in this litigation.
- 11. Accordingly, judgment is entered in favor of Defendant and against Plaintiffs on Defendant's Amended Counterclaim as follows:
- (a) Defendant is declared to have the full right, power, and authority to enforce its subdivision Covenants and all amendments to it and the SOP against the Plaintiffs by way of injunction and fines;
- (b) Unless accompanied by Plaintiffs Stephanie Beene or Michael Bequette,
 Plaintiff Donald Beene is hereby permanently enjoined from entering the Woodland Lakes
 Subdivision;
 - (c) Plaintiffs are enjoined from using a washing machine on their lots;
- (d) Plaintiffs Stephanie Beene and Michael Bequette are enjoined and prohibited from accessing any of the common ground of the subdivision, including, but not limited to, the roads, the bathhouses, and the community center, except the route outlined by the trustees attached to the trustees' letter dated February 22, 2021 (Plaintiffs' Exhibit 4);
- (e) Plaintiffs are enjoined and prohibited from residing on their camping lots for more than 180 days per 12-month period;
- (f) Plaintiffs are enjoined from using a storage tank as a sewage disposal system on their camping lots;
- (g) Plaintiffs are enjoined from allowing their unlicensed children to drive vehicles within the Woodland Lakes Subdivision;

(h) Plaintiffs are ordered to keep their dogs confined to their lots unless they are on a leash controlled by them.

(i) Plaintiffs are ordered to abide by and obey and are at this moment enjoined from violating the provisions of the Woodland Lakes Subdivision Covenants and the SOP Manual, as amended from time to time;

(j) Defendant is at this moment granted judgment against Plaintiffs Stephanie A. Beene and Michael G. Bequette in the sum of \$2,822.45, the amount of the fines assessed them by the Trusteeship;

(k) Judgment is entered in favor of Defendant and against Plaintiffs Stephanie Beene and Michael Bequette in the sum of \$53,976.56 as and for their reasonable attorney fees and costs incurred by Defendant in this litigation according to Article XI, paragraph 14 of the Covenants;

(l) All other motions or claims for relief of the parties are at this moment denied.

(m) Court costs are assessed against Plaintiffs.

SO ORDERED this **28** day of December, 2022.

Troy K. Hyde, Judge

Washington County Circuit Court