

County Sheriff's Department and "WLT's" armed security guard to have Plaintiffs arrested

88. In further violating Plaintiffs' rights as set forth herein Defendants did act under the color of law by having Officer Colyott telephone Plaintiffs to inform Plaintiffs they could not regain entrance into the "WL" development until after Plaintiffs paid the previous owners' past-due assessments, late fees and interest.
89. As a direct and proximate result of the violation of their constitutional rights by the Defendants, Plaintiffs did suffer general and special damages, as alleged in this Amended Petition and are entitled to relief under U.S.C. § 1983.
90. In violating the Fourteenth Amendment of the U.S. Constitution, Defendants did intentionally violate the civil rights of the Plaintiffs by their malicious and wanton disregard for Plaintiffs' property rights. The conduct of Defendants was willful, malicious, oppressive, reckless, and of a nature that punitive damages should be imposed in an amount commensurate with the wrongful acts alleged herein.
91. Defendants actions constitute state action because Defendants did perform functions which are traditionally reserved to the state (i.e.: repeatedly throwing Plaintiffs off Plaintiffs' property

with the use of law enforcement officials and also in using ex parte methods to make Plaintiffs pay anothers' debts, also with the help of law enforcement officials, pursuant to the public-function doctrine.

92. Defendants did exercise coercive power over Plaintiffs, in taking Plaintiffs' money and property.
93. "WLT" and its employees and trustees did jointly engage with state officials (law enforcement officials) in the challenged action, constituting "under color of state law," pursuant to the "Joint Action" test.
94. The element of conspiracy is present in the challenged actions between the private actors and the public actors.
95. The compensatory damages for this action are \$612,463.00 (six hundred twelve thousand, four hundred sixty-three dollars).

**COUNT II**  
**CONVERSION**  
**RESTATEMENT (Second) of Torts**

96. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
97. Defendants did act intentionally and in reckless disregard of probable consequences in the exercise of dominion and control over Plaintiffs' personal property, to wit, over \$1,800.00 of someone elses' incurred debt, which did include interest and

penalties.

98. Defendants did unjustifiably lock Plaintiffs from their "residence" until Plaintiffs did pay Defendants' ransom; debts that did not belong to Plaintiffs.
99. Plaintiffs did object to and did refuse to pay Defendants the ransom, which totaled more than \$1,800.00 (eighteen hundred dollars), yet Defendants did bar Plaintiffs access to their property with the help of law enforcement, in order to make Plaintiffs give Defendants Plaintiffs' property.
100. The manner in which Defendants did exercise dominion and control was both inconsistent with, and seriously did interfere with, Plaintiffs' rights as property owners to enjoy, maintain, protect and/or control their property, personally.
101. As a direct and proximate result Defendants' acts of conversion and the injuries resulting from those acts, Plaintiffs have lost the intrinsic value of their property and have suffered economic and non-economic damages.
102. The damages for this claim are \$75,000.01 (seventy five thousand dollars and one cent).

**COUNT III**  
**DECLARATORY AND INJUNCTIVE RELIEF**  
**PURSUANT TO 42 USC, 1983 & TITLE 18 § 1514**

103. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if

fully set forth herein.

104. Defendants malicious and prejudicial deprivation, twice, of Plaintiffs' property is an unreasonable deprivation of Plaintiffs' constitutionally-protected right to liberty and justice.

Defendants have acted under the color of law.

105. All named defendants know they have no legal basis to deprive any property owner of their property. The current "Registered Agent" Deborah Clutter is the same "Registered Agent," as was upon the inception of Woodland Lakes Trusteeship, Inc. In the 1986 Federal Lawsuit where "NDC" sued "WLT" because "WLT" was depriving property owners of their property, Ms. Clutter's husband was one of the trustees.

106. Plaintiffs believe that grave and important matters of public interest are presented for determination, not only for Plaintiffs, though all (approximately 6,200) Woodland Lakes property owners. The determination of several issues are essential for the orderly administration of justice. Plaintiffs seek a declaration that Defendants' malicious and prejudicial deprivation of Plaintiffs' property equates to an unreasonable violation of the Fourteenth Amendment of the Constitution.

107. On a finding that the acts and conduct of Defendants wrongfully deprives Plaintiffs of Constitutional rights, Plaintiffs

pray this honorable Court will enter an injunction against Defendants, ordering Defendants to cease and desist the improper, wrongful and arbitrary conduct of banning property owners from their properties without "true" due process of the law.

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

**COUNT IV**  
**EJECTMENT**  
**PURS. 8(a) FEDERAL CODE OF CIVIL PROCEDURES**

109. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
110. The jurisdiction of this court is invoked pursuant to 28 U.S.C. § 1332. This Court has diversity jurisdiction because Defendants are located in, and citizens of Missouri, Illinois or Hawaii, and North Carolina, while Plaintiffs reside in and are citizens of Texas.
111. The damages for this action, excluding pain and suffering, are \$112,463.00 (one hundred twelve thousand, four hundred sixty-three dollars), or whatever this Court deems fair and just.
112. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.



113. Plaintiffs were legally entitled to possession of the property located at Woodland Lakes, and legally described as: A.) Lot 25, Block 4, Section 19; B.) Lot 26, Block 4, Section 19; C.) Lot 20, Block 3, Section 19; D.) Lot 4, Block 2, Section 11. E.) Lot 3, Block 2, Section 11.
114. Plaintiffs were legally entitled to possession of the property; however, Defendants did direct the deputy of Washington County Sheriff's Department, Officer Barton, to arrest Plaintiffs and did deny Plaintiffs vehicular ingress and egress and therefore, unlawfully withholds from Plaintiff the possession thereof.
115. Plaintiffs have been damaged by Defendants unlawfully withholding possession of Plaintiffs' property. Because Plaintiffs' Missouri property is where they had planned to stay until about January 3<sup>rd</sup> of 2012, Plaintiffs had the added expense of lodging, restaurant-bought meals, and necessary survival items, as well as a tremendous amount of pain and suffering.
116. Plaintiffs hereby demand judgment for the relief which they are entitled as a result of Defendants' malicious and prejudicial harmful actions.

**COUNT V**  
**BUSINESS EXPECTANCY/TORTIOUS INTERFERENCE**  
**RESTATEMENT (SECOND) OF TORTS § 766**

117. Plaintiffs readopt and reallege Paragraphs 1 through 84 as if fully set forth herein.
118. Though fraudulent on its face, a document titled *"Amended Trust Indenture and Restrictive Covenants And Conditions Pertaining to a Subdivision of Land in Washington County, Missouri,"* does serve as a contract between "Trustee" and "Property Owner." A contractual relationship has definitely existed between Plaintiffs and "WLT," witnessed by the fact Plaintiffs have been paying multiple yearly assessments to "WLT" since 2008.
119. Defendants did intentionally act outside of their authority and purposefully interfere with the contractual agreement Plaintiffs have with "WLT," by denying Plaintiffs access to the confines of Woodland Lakes.
120. Defendants did hold Plaintiffs' residence hostage until Plaintiffs paid "WLT" approximately \$1,800.00 of another's allegedly-incurred debt, which "WLT" clearly is not allowed to do pursuant to the "Trust Indenture," and law.
121. Exactly two weeks after Plaintiffs fulfilled Defendants' condition in order to secure their previously-seized "residence,"

Plaintiffs were again notified that their property and any left-behind personal belongings would again be held hostage by Defendants.

123. In exchange for paying yearly assessments to the Trusteeship of Woodland lakes, Plaintiffs did expect to receive entitlement of an ingress and egress easement to their property. Defendants are receiving an economic advantage in keeping Plaintiffs' yearly assessment fees while not allowing Plaintiffs to ingress and egress within the confines of Woodland Lakes.
124. Both, Plaintiffs and Defendants, by way of the "Trust Indenture" for the Development of Woodland Lakes, knew there was an expectancy of yearly assessment fees paid by "Property Owners," and the right to access a property owner's property and subdivision amenities as well as ingress-and-egress easements.
125. Had Defendants not shown malicious, intentional, willful and prejudicial conduct, Plaintiffs would have continued on, with the enjoyment of their Woodland Lakes properties, expecting to pay their "own" acquired assessments, while being granted access to their property and common areas.
126. The majority of Plaintiffs' time has been used in defending their Constitutional Rights and right to access their land and



personal belongings. Plaintiffs have suffered fear, depression, anxiety, loss of time from work, quality of time and stress, as a result of Defendants intentional misconduct.

127. On more than one occasion, Defendants did use manners of intimidation to prevent Plaintiffs from returning to their property for recreation, or otherwise, and did use conduct which was malicious, prejudicial, irreprehensible, and with complete disregard for the truth by refusing to communicate with Plaintiffs, by not allowing Plaintiffs vehicular ingress/egress into the development of Woodland Lakes, by threatening to have Plaintiffs arrested for trespass on more than one occasion, and by coercing Plaintiffs into paying debts Plaintiffs did not incur, and debts in which Defendants did fail to record on the deed.

128. Plaintiffs did sell storage buildings, cabins, garages and carports for a living. Plaintiffs have sold said items within the confines of Woodland Lakes. "WLT" has several trustees, often patronizing and fraternizing "Millers Country Store," which is located in the confines of Woodland Lakes. Said store does sell storage buildings, cabins, garages and carports. By prohibiting Plaintiffs from entering the confines of Woodland Lakes, Plaintiffs are less likely to be competing with the trustees' friend, which has deprived Plaintiffs of possible sales.

129. A motive Defendants have in overtaking Plaintiffs' property, in part, is because Defendants do have a strong need for the property. Plaintiffs' property is next door to the pools. While evicting Plaintiffs from their property, Defendants did destroy the previous pools to replace with new pools. The story goes, the old pools, which sit on a hill, were sliding from the hill. The new pool should not be placed into the same hole as the old pool, if indeed the old pools are sliding. By taking Plaintiffs' property, "WLT" would have more space to build a secure pool, if indeed the theory (that convinced property owners to pass a \$268,000.00 (two hundred sixty-eight thousand dollar) pool bond is true
130. Pursuant to the "Trust Indenture," if property owners do not keep their properties mowed and free from weeds, a trustee has the right to perform the work and bill it to the property owner. If the property owner does not pay the trustee, then a lien may be placed on the property, where eventually a trustee has the right to foreclose on the property. Plaintiffs contend Defendants would have imposed liens to foreclose on Plaintiffs' property had Plaintiffs not brought this action against Defendants.
131. The freedom Defendants have to harass property owners does violate property owners' rights, per the "Trust Indenture."