

In the Circuit Court of St Louis County
State of Missouri

State ex rel Missouri

Barney Bennett Janice Shands and
George Goldman LCTCA
Plaintiffs

v

Lewis and Clark 195 LLC 14 SL cc 2207
et al

Steve Purcell dba Canaan Properties

Serve:

Local General agent for Purcell et al
AJ Leflore aka Malka El
4243 Page Suite 1
St. Louis, Mo 63113

(alias summons requested)

,

Ginger Caby for heirs of Pam Milster :

Serve:

105 Twin
Bonne Terre, MO 63628

(alias summons requested)

Ayana R Sample

Serve:

1253 Apt J Pinecrest Lane
Manchester, MO 63021027

(alias summons requested)

Metropolitan St. Louis Sewer District

Serve: Brian L. Hoelscher

Exec Director

2350 Market Street

St. Louis, MO 63103-2555

(Initial summons requested, added as party 9-18-14)

Union Electric Company aka Ameren Corporation

Serve : Mark Nealon

registered agent

500 East Independence Drive

Union, MO 63084

(Initial summons requested , added as party 9-18-14)

LaClede Gas Company
Serve:
MARY CAOLA KULLMAN
720 OLIVE ST.
ST. LOUIS, MO 63101
(Initial summons requested , added as party 9-18-14)

Verneda Carnes
Serve:
9953 Lewis and Clark #513
Moline Acres, MO 63136

Gloria Hardin
Serve: 8630 Delmar
University City Mo
(Initial summons requested, added as party 9-18-14)

Defendants

Jury trial requested

Third Amended petition

Comes now Plaintiffs (incorporating the prior exhibits) and for their Third Amended Petition

and states as follows:

Comes now Barney Bennett, Janice Shands and George Goldman and LCTCA and by leave for their amended petition using the same exhibits incorporated by reference from the initial petition and state as follows;

Count 1

Declaratory and equitable relief involving Missouri American Water Company for having billed Lewis and Clark Tower condominium at 9953 Lewis and Clark for power and water to shopping center at 9955 Lewis and Clark and for appointment of receiver

As and for Count 1, Barney Bennett, Janice Shands and George Goldman and LCTCA against defendants Lewis and Clark 195 LLC; Hal Collier, D Jerry Leigh, Ryan Foster, A,M.C.I, Inc, Stephanie White , Steve Purcell dba Canaan Properties LLC, SNB Investing Inc MWG Contractors LLC. Worldwide Properties LLC. Chancellor Turner,Free The People House Of

Prayer, Andre White, Roy Coggins, Annie Coggins, Robert Weast, Nationwide Construction & Dev Group LLC, Loure Boling , , Pamela G Milster, Terri DTaylor, . Donte P Lewis, . Fawn Perryman Trustee, Loure E Boling , Mary Love, Ayana R Sample, Tramere Johnson, Ima Jean Wuest aka Ima Weast, Charles Reid, Philip McIntosh, Mary E Fox, Jerry W Davis , Charles Hawkins, Christopher A Pezzimenti, Philip M Meeks, Matt Hawkins, Olga Hanning, Jerry Ellis , Hardin Realty LLC Charles Reid and Devon

Anderson III state as follows;

1 At all time pertinent, Plaintiffs Barney Bennett, Janice Hands and George Goldman are and have been adult residents of St Louis County, Missouri at 9953 Lewis and Clark, Moline Acres Mo, in St Louis County. Missouri.

2 At all times pertinent Plaintiffs Barney Bennett, Janice Hands and George Goldman are and have been owners of owner occupied condominium units at the Lewis and Clark Tower Condominium with the Lewis and Clark Tower Condominium at all times being a Ch 448 organized condominium created under the Missouri Condominium Act with the Declaration and bylaws for same as dated July 29, 1980 and duly recorded in St Louis County, Missouri, December 4, 1980 in Book 7297 page 1421 et seq of St Louis County records with the plats at Plat Book 204 page 26 to 22. for the Lewis and Clark Tower Condominium with EX 1 being a true copy of the Declaration and

where as per the St Louis County tax assessor records from the records of the Recorder of

Deeds , , the locator numbers and owners of the listed units are :

- 1. Locator No 11F20576, 9953 Lewis and Clark 100 , last owned by Steve Purcell dba Canaan Properties LLC, which has an address out of Washington state but does not appear to be registered to do business in Missouri;
2. Locator No 11F240585 , 9953 Lewis and Clark 101 , last owned by Chancellor Turner, , a

adult

3. Locater No 11F204595, 9953 Lewis and Clark 104 , last owned by Steve Purcell dba Canaan Properties LLC ;
- 4 Locater No 11F240604, 9953 Lewis And Clark Blvd 104, last owned by Free The People 6 House Of Prayer, an association for which there appears to be registration with the Secretary of State where the mailing address for the tax bill is 9953 Lewis and Clark Moline Acres Mo:
- 5.Locater No 11F240613 9953 Lewis And Clark Blvd 105, last owned by Snb Investing Llc, a Mo LLC :
- 6.Locater No 11F240622,9953 Lewis And Clark Blvd 106, last owned by Steve Purcell dba Canaan Properties Llc:
7. Locater No 11F240549 9953 Lewis And Clark Blvd 2 last owned by Lewis & Clark Tower Condominiums:
8. Locater No 11F240640 9953 Lewis And Clark Blvd 301, last owned by Steve Purcell dba Canaan Properties Llc:
- 9 Locater No 11F240558 9953 Lewis And Clark Blvd 3, last owned by Lewis & Clark Tower Condominiums:
- 10 Locater No 11F240659 9953 Lewis And Clark Blvd 401 ,last owned by Andre and Stephanie White adult residents of Missouri who are believed to be husband and wife;
11. Locater No 11F240668 9953 Lewis And Clark Blvd 402 ,last owned by Roy and Annie Coggins H/W, adult residents of Missouri:
- 12 Locater No 11F240677 9953 Lewis And Clark Blvd 403, last owned by Robert Weast Et Al, who is believed to be an adult resident of Missouri :
- 13 Locater No 11F240686 9953 Lewis And Clark Blvd 404 last owned by Nationwide Construction & Dev Group Llc a Missouri LLC whose registered agent s Mardell McGee-Smith 6045 Horton Pl st. Louis, MO 63112;
- 14 Locater No 11F240695 9953 Lewis And Clark Blvd 405 Nationwide Construction & Dev Group LLC;
- 15 Locater No 11F240705 9953 Lewis And Clark Blvd 406, last owned by Loure E Boling, an adult resident of Missouri;
- 16 Locater No 11F240714 9953 Lewis And Clark Blvd 407, last owned by Loure E Boling;
- 17 Locater No 11F240723 9953 Lewis And Clark Blvd 408, last owned by Ginger Cab for heirs of Pamela G Milster, believe to be deceased but for whom no probate estate has been opened in St Louis County, Mo and whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 408 Moline Acres Mo;
- 18 Locater No 11F240732 9953 Lewis And Clark Blvd 409, last owned by Terri D Taylor, an adult resident of Missouri ;
- 19 Locater No 11F240741 9953 Lewis And Clark Blvd 410, last owned by Donte P Lewis Etal ;
- 20 Locater No 11F240750 9953 Lewis And Clark Blvd 411, last owned by Snb Investing Llc,a Missouri LLC;
- 21 Locater No 11F240769 9953 Lewis And Clark Blvd 412, last owned by Snb Investing LLC;
22. Locater No 11F240567 9953 Lewis And Clark Blvd 4, last owned by Thurlester

Robinson;

23. Locater No 11F240778 9953 Lewis And Clark Blvd 501, last owned by Fawn Perryman Trustee;
an adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit501 Moline Acres Mo;

24 Locater No 11F240787 9953 Lewis And Clark Blvd 502, last owned by Loure E Boling;

25 Locater No 11F240796 9953 Lewis And Clark Blvd 503, last owned by Loure E Boling;

26. Locater No 11F240806 9953 Lewis And Clark Blvd 504, last owned by Mary Love,an adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 504 Moline Acres Mo;

27 Locater No 11F240815 9953 Lewis And Clark Blvd 505, last owned by Ayana R Sample;

28 Locater No 11F240824 9953 Lewis And Clark Blvd 506, last owned by Stephanie S White, an adult resident of Missouri

29 Locater No 11F240833 9953 Lewis And Clark Blvd 507, last owned by Tramere Johnson, an adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 507 Moline Acres Mo;

30. Locater No 11F240842 9953 Lewis And Clark Blvd 508, last owned by Snb Investing Llc;

31 Locater No 11F240851 9953 Lewis And Clark Blvd 509, last owned by Snb Investing Llc:

32 Locater No 11F240860 9953 Lewis And Clark Blvd 510,last owned by Snb Investing Llc

35 Locater No 11F240879 9953 Lewis And Clark Blvd 511, last owned by Ginger Cab for the heirs of Pamela Milster;

36 . Locater No 11F240888 9953 Lewis And Clark Blvd 512, last owned by Lewis & Clark Condominium Association;

35 Locater No 11F240897 9953 Lewis And Clark Blvd 601, last owned by Roy and Annie Coggins H/W:

36 Locater No 11F240907 9953 Lewis And Clark Blvd 602, last owned by Robert F Weast Robert & Ima Jean Wuest

37 Locater No 11F240916 9953 Lewis And Clark Blvd 603, last owned by Charles Reid, an adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 603 Moline Acres Mo:

38 Locater No 11F240925 9953 Lewis And Clark Blvd 604, last owned by Worldwide Properties Llc,a Mo LLC:

39 Locater No 11F240934 9953 Lewis And Clark Blvd 605, last owned by Roy and Annie Coggins H/W:

40 Locater No 11F240943 9953 Lewis And Clark Blvd 606, last owned by Roy and Annie Coggins H/W:

41 Locater No 11F240952 9953 Lewis And Clark Blvd 607, last owned by Worldwide Properties Llc;

42 Locater No 11F240961 9953 Lewis And Clark Blvd 608, last owned by Snb Investing Llc;
43 Locater No 11F240970 9953 Lewis And Clark Blvd 609, last owned by Snb Investing Llc;
44 Locater No 11F240989 9953 Lewis And Clark Blvd 610, last owned by Snb Investing Llc
45. Locater No 11F240998 9953 Lewis And Clark Blvd 611, last owned by Philip McIntosh
an adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 611
Moline Acres Mo
46 Locater No 11F241007 9953 Lewis And Clark Blvd 612,last owned by Snb Investing Llc;
47 Locater No 11F241016 9953 Lewis And Clark Blvd 701,last owned by Mary E Fox
Etal J/T,
an adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 701
Moline Acres Mo
48 Locater No 11F241025 9953 Lewis And Clark Blvd 702, last owned by Charles Reid;
49 Locater No 11F241034 9953 Lewis And Clark Blvd 703, last owned by Kelly Honrbaster
for heirs of Jerry W Davis ,;
50. Locater No 11F241043 9953 Lewis And Clark Blvd 704, last owned by Charles
Hawkins, whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 704
Moline Acres Mo;
51. Locater No 11F241052 9953 Lewis And Clark Blvd 705,last owned by Snb Investing Llc;
52 Locater No 11F241061 9953 Lewis And Clark Blvd 706, last owned by Kelly Hornbaster
for heirs of Jerry W Davis :
53. Locater No 11F241070 9953 Lewis And Clark Blvd 707, last owned by Christopher A
Pezzimenti an adult resident
54. Locater No 11F241081 9953 Lewis And Clark Blvd 708,last owned by Snb Investing Llc;
55 Locater No 11F241092 9953 Lewis And Clark Blvd 709, last owned by Snb Investing Llc;
56 Locater No 11F241108 9953 Lewis And Clark Blvd 710, last owned by Snb Investing
Llc;
57 Locater No 11F241117 9953 Lewis And Clark Blvd 711,last owned by Snb Investing
Llc;
58. Locater No 11F241126 9953 Lewis And Clark Blvd 712,last owned by Snb Investing Llc;
59. Locater No 11F241135 9953 Lewis And Clark Blvd 801, last owned by Plaintiff Janice
Hands and Barney Bennett:
60 Locater No 11F241144 9953 Lewis And Clark Blvd 802, last owned by Kelly Hornbaster
for heirs of Jerry W Davis;
61. Locater No 11F241171 9953 Lewis And Clark Blvd 805, last owned by Kelly Hornbaster
for heirs of Jerry Davis;
62 Locater No 11F241180 9953 Lewis And Clark Blvd 806, last owned by Snb Investing:
63. Locater No 11F241191 9953 Lewis And Clark Blvd 807,last owned by Philip M Meeks,an
adult resident whose address for the tax bills is still shown as 9953 Lewis and Clark Unit 807
Moline Acres Mo:
64. Locater No 11F241209 9953 Lewis And Clark Blvd 808,t owned by Plaintiff George A
Goldman;
65 Locater No 11F241218 9953 Lewis And Clark Blvd 809 now shown since July 2, 2014 as
owned by Devon Anderson III; :

66. Locater No 11F241227 9953 Lewis And Clark Blvd 901, last owned by Hardin Realty Llc
67 Locater No 11F241236 9953 Lewis And Clark Blvd 902, last owned by Matt Hawkins:,
68 . Locater No 11F241245 9953 Lewis And Clark Blvd 903, last owned by Dan Hanning for heirs of Olga Hanning Etal;
69 Locater No 11F241254 9953 Lewis And Clark Blvd 904, last owned by Snb Investing Llc;
70. Locater No 11F241263 9953 Lewis And Clark Blvd 905,last owned by Snb Investing Llc;
71 Locater No 11F241272 9953 Lewis And Clark Blvd 906,last owned by Roy and Annie Coggins H/W;
72 Locater No 11F241281 9953 Lewis And Clark Blvd 907, last owned by Snb Investing Llc;
73 Locater No 11F241290 9953 Lewis And Clark Blvd 908,last owned by Snb Investing Llc;
74 Locater No 11F241319 9953 Lewis And Clark Blvd A, last owned by Hal Collier;
75. Locater No 11F240631 9953 Lewis And Clark Blvd # 201, last owned by MWG Contractors Llc, a Missouri LLC;
76 Locater No 11F240594 9953 Lewis And Clark Blvd Apt 103,last owned by Hardin Realty Llc;
77 Locater No 11F240530 9953 Lewis And Clark Blvd Apt 1, last owned by Free The People House Of Prayer:
78 Locater No 11F240631 9953 Lewis And Clark Blvd Apt 202, last owned by MWG Contractors Llc Etal;
79. Locater No 11F240631 9953 Lewis And Clark Blvd Apt 203,last owned by MWG Contractors Llc Etal;
80 Locater No 11F240631 9953 Lewis And Clark Blvd Apt 204, last owned by MWG Contractors Llc Etal;
81 Locater No . 11F240631 9953 Lewis And Clark Blvd Apt 205,last owned by MWG Contractors Llc Etal;
82 Locater No 11F240631 9953 Lewis And Clark Blvd Apt 206, last owned by Mwg Contractors Llc Etal;
83 Locater No 11F240631 9953 Lewis And Clark Blvd Apt 207, last owned by MWG Contractors Llc Etal;
84 Locater No 11F240631 9953 Lewis And Clark Blvd Apt 208,last owned by MWG. Contractors Llc Etal;
85 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 302,last owned by Steve Purcell dba Canaan Properties Llc;
86 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 303,last owned by Steve Purcell dba Canaan Properties Llc;
87 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 304, last owned by Steve Purcell dba Canaan Properties Llc;
88. Locater No 11F240640 9953 Lewis And Clark Blvd Apt 305,last owned by Steve Purcell dba Canaan Properties Llc;
89 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 306, last owned by Steve Purcell dba Canaan Properties Llc;

90 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 307, last owned by Steve Purcell dba Canaan Properties Llc;

91 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 307C, last owned by Steve Purcell dba Canaan Properties Llc;

92 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 307D, last owned by Steve Purcell dba Canaan Properties Llc;

93 Locater No 11F240640 9953 Lewis And Clark Blvd Apt 309, last owned by Steve Purcell dba Canaan Properties Llc;

94 Locater No 11F241355 9953 Lewis And Clark Blvd Apt 803, last owned by Worldwide Properties Llc;

95 Locater No 11F241355 9953 Lewis And Clark Blvd Apt 804, last owned by Worldwide Properties Llc

96 Locater No 11F240530 9953 Lewis And Clark Blvd last owned by Free The People House Of Prayer:

97 Locater No 11F241300, , 9953 Lewis and Clark Blvd 1000, last owned by Steve Purcell dba Canaan Properties. Inc.

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so all known owners can be named as parties on this count for purposes of including all persons whose interests may be effected by any declaratory or equitable relief. and otherwise allow full relief to be provided and for same to be bound by the orders herein.

3 At all times pertinent since 1995 Plaintiffs are informed and believe Defendant Lewis and Clark 195 LLC is and has been a Missouri Limited Liability company (LLC) and is and has been the owner of real property at 9955 Lewis and Clark Blvd et seq, Moline Acres, MO, which includes a shopping center that abuts the 9953 Lewis and Clark Tower. (with said shopping center, including a grocery store, sound entertainment/tax preparer (Clear Sound Entertainment) two barber shops, a dress shop, two fast food restaurants (one Oriental and one fried chicken and fish) , dog groomer, optometrist, office, jewelry/ electronics store).

4 At all times pertinent, from in or about 1995 to 2011 Lewis and Clark 195 LLC was also the owner of various units in the Lewis and Clark Tower Condominium including the 10th floor, and 3rd floor.

5. At all times pertinent, Plaintiffs are informed and believe defendant Hal Collier, an adult resident of California is and has been the owner of Lewis and Clark 195 LLC which he operates as his alter ego, making all decisions for same as if not a separate entity and without regard for legal requirements and remains an owner as aforesaid of a unit in the 9953 Lewis and Clark Tower condominium.

6 At all times pertinent, Plaintiffs are informed and believed D Jerry Leigh , an adult resident of Missouri, has acted as the local agent or operative for Collier and Lewis and Clark 195 LLC and through the actions of Collier from in or about 1995 to in or about 2011 using the votes from shares owed by Lewis and Clark 1995 LLC, Leigh was placed on the Board of the Lewis and Clark Condominium Assn, (the governing board of the Lewis and Clark Condominium charged with the duties to see same was operated in accordance with Ch 448 and the Declaration for the best interest of all unit owners.)

7. At all times pertinent Plaintiffs are informed and believes A.M.C.I, Inc is and has been a Missouri corporation, which holds itself out as in the business of property management

8 At all times pertinent Plaintiffs are informed and believe that A.M.C. I. Inc was owned or operated by Leigh who operated same as his alter ego making the decisions for same as if not a separate entity, and who in connection with Collier and Lewis and Clark 195 LLC placing him on the Lewis and Clark Tower Condo Assn Board) used said position to cause A.M.C. I, Inc, (Leigh's management company) to be the property manager for both the condominium at 9953 Lewis and Clark and for the shopping center at 9955 Lewis and Clark.

9. At all times pertinent, Plaintiffs are informed and believe in addition to naming Leigh's company as a property manager for the condominium, Leigh and Collier caused Ryan Foster, a

Missouri resident employed or associated with A,M.C.I. Inc to have personal duties of property management for said condominium from in or about 1992 to 2011 where he breached the duties owed as a property manager and sought to conceal or withhold from unit owners the fact the shopping center was getting its utilities from the unit owners with the LCTCA and thus the unit owners billed for same.

10 At all times pertinent since 1980 there is and has been an entity known as Lewis and Clark Tower Condominium Assn “LCTCA”) is and has been the duly created owners association charged with the governance of the Lewis and Clark Tower Condominium, and has been named to meet any requirement that said association be named , and while said entity was effectively unable to operate where all its elected officers had resigned with no one to make decisions for it, on or about August 27, 2014 the court herein appointed a receiver for same charged with the duties to see to its operation and on or about September 18, 2014 the court realigned LCTCA as a plaintiff and appointed the undersigned to represent same .

11 Plaintiffs are informed and believe Stephanie White, an adult Missouri resident of St Louis County, held herself out as the last remaining Board member, is not in fact a valid Board member where she was not elected, was instead appointed by other Board members which is contrary to the provisions of the Declaration that provides the only means for becoming a lawful Board member is by election.

12. Plaintiffs are further informed and believe that since the June 30 2014 initial filing of this action White has resigned such that there are no lawful Board members to run the association and no means to call an election..

13Plaintiffs Bennett, Hands and Goldman (who are joined with LCTCA on this claim) have

standing where they are and will be personally impacted, where they reside in the building and own an undivided common interest in all assets and rights of the condominium, including the water rights, where their property as an owner could be impacted as a lien, where they rely on the water for their own use and where as a unit owner they are the real party in interest with any bills to the association in turn expected to be paid by the unit owners.

14 Plaintiffs LCTCA brings this action per the Declaration and Ch 448 to seek remedies including damages, declaratory and equitable relief.

15. Plaintiffs Bennett, Hands and Goldman bring this action in their own individual capacities as residents and as unit owners including per the Declaration and Ch 448 to enforce the rights therein which make it clear the association cannot incur expenses or debts for properties outside the property line, that property of the association cannot be sold or conveyed without the consent of the unit owners .

16. This court has jurisdiction and venue over this matter where the petitioners are residents of St Louis County, the cause of action accrued in St Louis County, Missouri, and it seeks declaratory and other orders on real estate located in St Louis County, Mo.

17. This action is timely filed where the last acts in issue are still occurring.

18 At all times pertinent, the Lewis and Clark Tower Condominium as created in 1980 is and has been a condominium under the initial Mo Condominium Act (Ch 448-005 to 448.210) such that as set out in RS Mo S 448.1-102 it is subject to only certain portions of the 1983 Uniform act, namely Sections 448.1-103, 448.1-105, 448.1-106, 448.1-107, 448.2-103, 448.2-104, and subdivisions (1) through (6) and (11) through (16) of subsection 1 of section 448.3-102, and sections 448.3-111, 448.3-115, 448.3-116, 448.4-105, and 448.4-113, of the

1983 act " with respect to events and circumstances occurring after September 28, 1983, and do not invalidate existing provisions of the declaration, bylaws, or plats of those condominiums."

19 . As per the Mo Act applicable to the Lewis and Clark Tower Condominium :

A As at S 448.010 (1) "common element" is defined as all portions of the property except the units;

B. As at S 448.700 as long as the property is subject to the provisions of sections 448.005 to 448.210 the common elements shall, except as provided in section 448.140, remain undivided,....

C As at S 448.190 provides it is only when allowed by sections 448.005 to 448.210, or in any declaration or bylaw executed in accordance with sections 448.005 to 448.210, a Board may mortgage or convey any interest in the property where such actions are to be " carried out in the names of the members of the board of managers and their successors in office from time to time, as trustees, on behalf of some or all of the unit owners"

D. As at RS Mo S. 448.150 the right to sell common elements rests in the unit owners who are to vote at a special meeting :

E. As at RS MO S 448.200 Board members , there called managers,. are to keep "detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours of week days. "

20. The sections of the 1983 Uniform act that are applicable to the Lewis and Clark Tower Condominium are:

A S 448.1-103 which sets out "Common elements" are to be defined as "all portions of a

condominium other than the units" with "Common expense liability" as the liability for common expenses allocated to each unit pursuant to section 448.2-108;

B S 448.1-105 which provides " each unit which has been created, together with its interest in the common elements, constitutes for all purposes a separate parcel of real estate."

C. S 448.1-106. 1. which sets out Except as provided for housing finance program ", no zoning, subdivision, building code, or other real estate use law, ordinance, or regulation may prohibit the condominium form of ownership or impose any requirement upon a condominium which it would not impose upon a physically identical development under a different form of ownership. Otherwise, no provision of sections 448.1-101 to 448.4-120 invalidates or modifies any provision of any zoning, subdivision, building code, or other real estate use law, ordinance, or regulation."

D. S 448.1-107 which provides for issues when eminent domain applies;

E S . 448.2-103 which provides :

.." 1. All provisions of the declaration and bylaws are severable. . The rule against perpetuities shall not be applied to defeat any provision of the declaration, bylaws, or rules and regulations adopted pursuant to subdivision (1) of subsection 1 of section 448.3-102. and.... In the event of a conflict between the provisions of the declaration and the bylaws, the declaration prevails except to the extent the declaration is inconsistent with sections

F S 448. 2-104, which provides

. A description of a unit which sets forth the name of the condominium, the recording data for the declaration, the county in which the condominium is located, and the identifying number of the unit, is a sufficient legal description of that unit and all rights, obligations, and interests appurtenant to that unit which were created by the declaration or bylaws.

G Subdivisions (1) through (6) and (11) through (16) of subsection 1 of section 448.3-102:

providing

... Subject to the provisions of the declaration, the association, even if unincorporated, may:

- (1) Adopt and amend bylaws and rules and regulations;
- (2) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;
- (3) Hire and terminate managing agents and other employees, agents, and independent contractors;
- (4) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;
- (5) Make contracts and incur liabilities;
- (6) Regulate the use, maintenance, repair, replacement, and modification of common elements;

H. S448.3-111 providing:

448.3-111. ..., an action alleging a wrong done by the association shall be brought against the association and not against any unit owner. If the wrong occurred during any period of declarant control, and if the association gives the declarant reasonable notice of and an opportunity to defend against the action, the declarant who then controlled the association is liable to the association or to any unit owner: (1) for all tort losses not covered by insurance suffered by the association or that unit owner, and (2) for all costs which the association would not have incurred but for the breach of contract or other wrongful act or omission. In any case where the declarant is liable to the association under this section, the declarant is also liable for all litigation expenses, including reasonable attorney's fees, incurred by the association. Any statute of limitation affecting the association's right of action under this section is tolled until the period of declarant control terminates. A unit owner is not precluded from bringing an action contemplated by this section because he is a unit owner or a member or officer of the association. Liens resulting from judgments against the association are governed by section 448.3-117.

I.S - 448.3-115 providing:

448.3-115. 1. Until the association makes a common expense assessment, the declarant shall pay all the common expenses. After any assessment has been made by the association, assessments thereafter shall be made at least annually and shall be based on a budget adopted at least annually by the association.

2. Except for assessments under subsections 3 and 4 of this section, all common expenses shall be assessed against all the units in accordance with the allocations set forth in the declaration pursuant to subsection 1 of section 448.2-107. Any past due common expense assessment or installment thereof shall bear interest at the rate established by the association not exceeding eighteen percent per year.

3. To the extent required by the declaration:

- (1) Any common expense associated with the maintenance, repair, or replacement of a limited common element shall be assessed against the units to which that limited common element is assigned, equally, or in any other proportion that the declaration provides;
- (2) Any common expense, or portion thereof, benefiting fewer than all of the units shall be

assessed exclusively against the units benefited; and

(3) The costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.

4. Assessments to pay a judgment against the association shall be made only against the units in the condominium at the time the judgment was entered, in proportion to their common expense liabilities.

5. If any common expense is caused by the misconduct of any unit owner, the association may assess that expense exclusively against his unit.

6. If common expense liabilities are reallocated, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

J. S 448.3-116 providing:

Lien for assessments. The association has a lien on a unit for any assessment levied against that unit or fines imposed against its unit owner from the time the assessment or fine becomes due. The association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale pursuant to chapter 443. Unless the declaration otherwise provides, fees, charges, late charges, fines, and interest charged pursuant to subdivisions (10), (11), and (12) of subsection 1 of section 448.3-102 are enforceable as assessments pursuant to this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due... A lien pursuant to this section is prior to all other liens and encumbrances on a unit except: (1) Liens and encumbrances recorded before the recordation of the declaration; (2) A mortgage and deed of trust for the purchase of a unit recorded before the date on which the assessment sought to be enforced became delinquent; (3) Liens for real estate taxes and other governmental assessments or charges against the unit; (4) Except for delinquent assessments or fines, up to a maximum of six months' assessments or fines, which are due prior to any subsequent refinancing of a unit or for any subsequent second mortgage interest. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the association. The lien pursuant to this section is not subject to the provisions of section 513.475.3. Unless the declaration provides otherwise, if two or more associations have liens for assessments created at any time on the same real estate, those liens have equal priority. 4. Recording of the declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment pursuant to this section is required. 5. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessments becomes due. 6. This section shall not prohibit actions to recover sums for which subsection 1 of this section creates a lien, or prohibit an association from taking a deed in lieu of foreclosure. 7. A judgment or decree in any action brought pursuant to this section shall include costs and reasonable attorney's fees for the prevailing party. 8. The association shall furnish to a unit owner, upon written request, a recordable statement setting forth the amount of unpaid assessments against the unit owner's unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the association, the executive board, and every unit owner.

K S., 448.4-105 providing

If the declaration provides that ownership or occupancy of any units is or may be in time-shares, the original sale certificate shall disclose, in addition to the information required by section 448.4-103:

xii. S 448.4-113 providing:448.4-113. 1. Express warranties made by any seller to a purchaser of a unit, if relied upon by the purchaser, are created in various ways.

21. At all times pertinent. the 1980 Declaration and By laws (EX 1) for the Lewis and Clark

Tower Condominium have provided :

A. At Art Vii (p 10-11) all unit owners are to be members of the Condominium Association with the Assn to be governed by an elected Board (where as per Art II Sec B and if a Board member resigns there is to be an election to replace same), with the authority of the Board to lease or enter into contracts not to exceed 1 year);

B At p 26-27 unit owners are to be assessed only for common expenses only for the Tower itself (which as defined includes only as those expenses for parking lot, building listing only the parking lot the actual Tower with the the burden of expense of the owners per p 23-25 being only for common expenses

C At p 14 general amendments to the Declaration require a vote of 75% of the unit owners at a special meeting called for that purpose (and valid only with written approval of note holders of 75% of the units), amendments that seek to to change the ownership of the Common Elements per Art IV B require unanimous written approval of all owners with the written consent of all institutional holders of first mortgage liens of any unit is required .

D Per p 8 providing all owners have an undivided ownership interest in the common elements and a right to use of the common elements (unless for managerial or mechanical function) with the owners to have the right to access to that portion of any balcony which represents the area between the horizontal extensions of the boundaries of the Unit.

E Per p 39 -42 of the Bylaws confirming that voting members have to be owners and only unit owners can be on the Board ;

F Per p40 of the By Laws providing that special meetings may be called on by Board President, majority of Board or by other with a petition by 20% of voters;

G Per P 42 of the Bylaws providing if a Board member resigns his place is to be filled by a special meeting of the owners

H Per P 47 of the Bylaws providing amendments to bylaws require 75% approval and

prior written approval of institutional holders of mortgage liens with the weighed votes and amount of pro rate assessment set out in Schedules with p 29-20 Art XIV of the Declaration providing the rights under same are enforceable by any owner who has the right to "enjoin, abate or remedy ' any breach of any covenant, restriction, rule or regulation contained in the Declaration or the bylaws.

22 While Plaintiffs are informed and believe there were purported amendments in or about 1999 and 2006 (EX 2 and 3) with the 1999 one purporting to change the way to amend the charter and the 2006 one purporting to change the limit on the number of years where a Board could execute a lease or contract, and purporting to add provisions about limited common elements , other than to recalculate the assessed amounts for areas that were physically rearranged since 1980 , they are not valid and there was no lawful authority for same because A Same is not allowed under the 1980 Act;

B. Plaintiffs are informed and believe that the terms of the 1980 Declaration were not met in that there was no special meeting as required, there are no records showing the consent of the note holders was obtained and as more fully set out below same as not in good faith .

23. At all times pertinent Plaintiffs are informed and believe defendant Missouri American Water Company (MAWC) , is and has been a Missouri, corporation with its principal place of business at 727 Craig Road in St Louis County, Mo where it is in the business of providing and selling water for profit.

24. Plaintiffs are informed and believe that since it was built in the 1960s MAWC provided water to the premises at 9953 Lewis and Clark and 9955 Lewis Clark through one meter and water line for what was then an apartment building and shopping center.

25. Plaintiffs are further informed and believe that at all times since 1980 from the recorded declaration and the fact the name condominium was in the name of LCTA and on the account that

MAWC was on notice the premises at 9953 Lewis and Clark had been legally separated from the shopping center with its own plat and the only water service LCTCA could legally contract for was limited to water for the Tower building itself at 9953 Lewis and Clark.

26 Plaintiffs are informed and believe that despite said notice, since 1980 MAWC continued to bill LCTCA for water for the shopping center at 9955 Lewis and Clark et al .

27 At all times pertinent, MAWC also knew or should have known to bill LCTCA for water for the shopping center was unreasonable, and was in violation of the basic duties of MAWC which is not to permit water to be resold, for water service not to cross property lines.

28 At all times pertinent MAWC further knew or should have known that as in the recorded Declaration and Ch 448 there was no legal authority for the association to incur debts for the unit owners for services beyond the property lines of 9953 Lewis and Clark, and no authority to sell, convey or otherwise transfer property rights of the condominium unit owners or otherwise use their credit for others that same was in effect an ultra vires act beyond the allowed authority for LCTCS and MAWC at a minimum would need to have the consent of the unit owners .

29. Despite the duties owed MAWC nevertheless proceeded to bill the condominium association and the unit owners for the water to shopping center.

30 MAWC continued to bill the condominium association for the water to the shopping center even where it knew or should have known that there was no independent property manager, , when knew of should have known the unit owners did not know they were being billed for the shopping center and concealed and failed to disclose that the association was being billed for the water to the shopping center.

30. MAWC further continued to bill the condominium association for the water for the

shopping center, and threaten shut off even when residents went to MAWC about the high water bills, and instead of telling them the association was being billed for the water for the shopping center, where MAWC knew there were submeters for the shopping center to measure and bill its tenants for water MAWC had billed to LCTCA.

31. MAWC continued to supply the water to the shopping center via LCTCA until in or about June 2014 and thereafter has continued to demand payment based on water provided to the shopping center via LCTCA and even sent disconnect notices to LCTCA based on same

33. The actions of MAWC constitute a form of constructive fraud and wrongful conduct where MAWC knew or should have known the amounts sought were for amounts for the shopping center and where with the sub meters knows the water usage for the shopping center.

34 There is a ripe controversy on the extent to which MAWC could ever have lawfully have set up such an account in 1980 wherein the assn was billed for the shopping center as same exceeds the limits of authority in the Declaration which limits the debts and expenses to those for 9953 Lewis and Clark building and where the actions of MAWC show bad faith and a reflect a reckless.and negligence breach of the duties owed to the unit owners at 9953 Lewis and Clark..

35 Defendant MAWC should be further found and declared to be reckless, negligent where they then engaged in a form of fraudulent concealment and to intimidate the unit owners in paying a bill MAWC knew was not owed from the unit owners sent false demands and threats of shut off to the condominium association for not paying the bill that MAWC from the sub meters knew was in large part owed by the shopping center, and wrongfully obtained funds hat were not owed going back to 1980..

36 At all times pertinent since 1980 the water line access, rights to water and credit standing and right to set up an account and meter access was an asset of the Lewis and Clark Tower owned by all unit owners owned by all the owners as an asset of the condominium which was to be used only for unit owners on the premises..

37. Since 1995 the actions of MAWC in effect further and created the means for defendants Lewis and Clark 195 LLC , Collier. Leigh , Foster and A.M.C.I. Inc , to wrongfully convert and wrongfully take property including water from the water line for 9953 Lewis and Clark without proper consent or payment to the unit owners and fraudulently conceal same from the unit owners wherein MAWC knew or should have known of the true fact and the harm to the unit owners with its actions being such that they should be deemed to have joined in the civil conspiracy of same to convert the water service and rights of the LCTCA for the shopping center and its owners.

38 Even in or about June 2014 when Collier. A.M.C.I, Leigh, Lewis and Clark 195 LLC sought to obtain a permit and beginning construction on their own water line access and meter and MAWC then had the means to bill them for the back amounts from the sub meters, MAWC failed and refused to voluntarily do so and instead persisted to seek to send disconnnet notices ands makes demands of LCTCA and its unit owners to pay for the water the shopping center used.

39 It is proper and necessary that this court enter declaratory and other orders relating to the rights of the parties where there is a ripe disputed controversy concerning

a. the extent to which under the Declaration there ever was any authority for the condo assn to have been billed for water that is for other than the premises at 9953 Lewis and Clark;

b. the extent to which the bills were reasonable and thus would be lawfully owed by the unit owners where under the Declaration their duty is only to pay for expenses for 9953 Lewis and Clark;

c. the extent to which MAWC acted lawfully and validly in allowing the condo assn account to be used for water for 9955 Lewis and Clark'

d. the extent to which MAWC was placed on record notice by the Declaration and the fact they knew from the words "condo assn" being in the name of the account that the property had been subdivided and the limits of authority were as in the Declaration'

e. The extent to which MAWC had a duty to have advised the unit owners that there was no meter for 9955 shopping center and the assn was being billed for the 9955 water

f. The extent to which MAWC had a duty in June 2014 to make corrections or adjustments based on the sub meter data it had once there was an account for the shopping center;

g . The extent to which MAWC's actions were not reasonable and wrongful obtained funded under false pretenses under Mo common law especially where ignored the dispute and threatened shut off the water, when it knew of should have known payment was not due for the water to 9955 from the unit owners.

38. This action is ripe for resolution where with the new water line being installed, the parties can be put in the position they should have been in where the sub mater data and information can be applied to the the shopping center for its own water, where even at \$1500/mo , the credit due the LCTA and its unit owners since 1980 would far exceed the claimed arrearage.

39. Plaintiffs have been and are being damaged as a direct and foreseeable results of the

foregoing, including the individual plaintiffs have had their investment and quiet enjoyment of their residence, threatened, have suffered garden variety distress and have been should be put in the position of a threat of water disconnection and condemnation .The infrastructure of the condo assn , including its water main and service lines have been weakened with same the likely cause of need for repairs in excess of \$10,000 and for the fact there is currently est 9 feet of water in the elevator shaft that continues to come back even after being pumped out as if from a water line leak from the stress on the lines from the June 2014 construction and the added volume and use for the shopping center., and by not having funds for repairs and other expenses in having to make payment of the extra high water bills and water line repairs.

40. All conditions precedent have been met, where it is submitted it is proper it be found there is no need for PSC involvement and no primary jurisdiction in PSC including that

A There is no need to exhaust administrative remedies where there is no need for agency expertise or an administrative record, where this is especially so on the claim here which is based not on tariffs but on a legal interpretation for which a court has expertise on such issues on real estate and corporation issues of the limits of authority in the Declaration for the assn to have incurred any debt for 9955 water, the extent to which by the recording of the Declaration was on notice of the limits of authority , the extent to which the unit owners can be liable for expenses to serve premises outside the property lines of 9953 Lewis and Clark, the common law duties under which MAWC had to duty to disclose the true facts and the extent to which MAWC by its concealment set into motion and participated with the owners and operators of 9955 Lewis and Clark in a civil conspiracy for which it would be liable with them ;

B. Same would be futile where the agency cannot provide complete or adequate relief ;

C. The rules and provisions of the agency are not fair, proper and do not meet the minimums set by the due process clause of Art 1 section 10 of Mo constitution and 5th amendment of US constitution and do not meet Ch 506 ;

D. Plaintiffs substantially complied by submitting an informal dispute to MAWC which was ignored and by a PSC complaint, with the individual Plaintiff Hands initially submitting same and with LCTCA joining in same after September 18, 2014 where MAC and PSC were on notice of the urgency of same , failed to act on same in any means that would timely provide relief,

E. Defendants should be judicially estopped from asserting same where they were first to violate and breach the rules of the same agency.

41. It is proper and necessary that there be declaratory and equitable relief declaring the above and finding LCTCA and the unit owners are not liable for any portion claimed due for water to the shopping center, that were there was no proper authority for the assn to have incurred a debt for water for 9955 Lewis and Clark, that it cannot be lien on the property and that the unit owners have a right to continued water use equitable relief in the form of requiring MAC to cease and desist from demands unit owners and/or assn as pass through pay MAC for water for 9955 Lewis and Clark ; that MAC return the payments for 9955 Lewis and Clark water and make unit owners whole; that Lewis and Clark I15 LLC and its operators be found and declared to be liable for the water due for 9955 and a complete accounting from Leigh, Foster and A.M.C. I. Inc of all monies as property manager it handled relating to the water bills; especially any payments from Lewis and Clark 195 as claimed to be for water to 9955; Leigh, Collier, Lewis and Clark 195 LLC be found to be

jointly liable to make Plaintiffs whole to put them and the other unit owners in the position they should be in but for their actions in seeking to take the water rights and the fraud in having the association and in turn the unit owners made liable for water for the shopping center. through same cause money and property of the unit owners to be wrongfully obtained by MAC

42. It is also proper and necessary that a person equivalent of a receiver continue to be appointed to oversee same for the Plaintiffs, and otherwise see the roles that would be otherwise filled by a Board or property manager are filled.

43. There is no adequate remedy at law and Plaintiffs and the other unit owners and the association will suffer immediate and irreparable harm if an injunction and restraining order is not entered staying or prohibiting any shut off, ordering the appointment of the equivalent of receiver and requiring a complete accounting, adjustments, and such orders as above are not provided where any claimed prejudice or harm or prejudice to Mo American Water Company is outweighed by the harm to the residents of the Tower that include families, elderly and disabled .

44. It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration which limits what expenses can be incurred to those for the Tower's own common elements and all enforcement actions as directed to conduct such as here by , Leigh and A.M.C.I. Inc constitute willful misfeasance, fraud, and were intentional, outrageous and willful, knowingly done with the intention to use positions as Board member and property manager for self interest cause harm and reflect a

willful, wanton and malicious failure to comply with the Condominium Acts as applicable to them herein.

Wherefore Plaintiffs prays this court enter its judgement to stay or enjoin any shut off by Mo American Water Company, for declaratory and equitable relief finding and declaring the current bill is not due, that the billing and inclusion of the water for the shopping center on the condominium association bill was not lawful, proper and should not have been permitted , finding and declaring that since 1980 MAC was on notice there was no lawful authority under common law and the Declaration to have demanded payment from 9953 Lewis and Clark unit owners and its assn for water for the 9955 Lewis and Clark shopping center; that it in effect mistakenly, improperly and fraudulently sent demands for payment to the condominium association for water to the separately owned shopping center; that it needs to make Plaintiffs, the condominium association and the other unit owners whole with MAC to refund , credit the LCTCA account and instead it be found its only source for payment is the shopping center at 9955 Lewis and Clark as owned by Lewis and Clark 195 LLC ..

that Collier Leigh, Foster and A.M.C.I. Inc be required to account for amounts they received for payment from the shopping center tenants for the water bill; that a receiver or other person to be appointed for the association; that Plaintiffs be paid their damages and 9% /annum interest in addition to any amounts to place them in the position they should have been in; that defendants compensate Plaintiffs for their damages in a fair and reasonable amounts, that a lien be placed on the property at 9955 Lewis and Clark for all amounts due; Plaintiffs be reimbursed their reasonable fees , costs and such other relief as proper.

Count 2

Declaratory and equitable relief for an accounting and reimbursement to Plaintiffs for the Lewis and Clark Tower electrical, gas and sewer utilities and refuse services at 9953 Lewis and Clark used by shopping center at 9955 Lewis and Clark against Lewis and Clark 195 LLC; Hal Collier, D Jerry Leigh, and A.M.C.I. Inc,

As and for Count 2, Plaintiffs state as follows:

1 Plaintiffs reallege all allegations of Count 1 .

2. This count is properly joined with count 1 where there are common issues of law and fact which present a convenient trial unit. .

3 At all times since 1992 , Plaintiffs are informed and believe that in addition to accessing the water rights of the Lewis and Clark Tower, Defendants Lewis and Clark 195 LLC , Collier, Leigh, Foster and A.M.C.I. Inc while knowing they should have had their own utility services for the 9955 Lewis and Clark shopping instead improperly used their position as property manager and condo Board member to join together and without the consent of the other unit owners,took their utilities from LCTCA at 9953 Lewis and Clark and used the electrical ,gas, and sewer account for some of all the utilities for the shopping center at 9955 Lewis and Clark.

4 Plaintiffs are informed and believe that the harm and damage by Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC from use of LCTCA account for its utility is and has continued where

A. Despite a demand in 2013 it install it own line, Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC continued to use the water line until June 2014 and then continued to fail and refuse for the amounts on the submeters or even provide the sub meter data ;

B. Despite the fact the MSD sewer bill is based on the MAWC bill from 1980 to June 2014, by Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC continued to take and not pay for the sewer services and instead cause LCTCA to pay for same failing and refusing to provide the sub meter data or repay on same;

C. Plaintiffs are informed and believe Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC failed and refused to see gas lines for heat or hot water were installed for the shopping center offices or the units abutting the Tower at 9955 to 9965 Lewis and Clark including a tax office and dress shop with no accounts for same and instead Plaintiffs are informed and believe same sought to piggyback off the LCTCA account paid by the LCTCA unit owners

D. Plaintiffs are informed and believe Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC has accessed the LCTCA Ameren account and even is the one that installed a sub meter billed to LCTCA for the shopping center to bill its tenants for electricity that it takes from LCTCA and its unit owners.

5. Plaintiffs are further informed and believe although LCTCA and its unit owners pay for their own private refuse service, Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC through its direction and its workers (as photographed and continuing after direct notice to the lawyer for Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC) for its trash from the shopping center including the parking lot containers as used by customers of the 9955 et seq shopping center customers.

6. The actions of the foregoing constitute a form of conversion, theft and constructive fraud and civil conspiracy .

7. Plaintiffs are informed and believe due in large part of the Defendants the claimed arrearage

on the water bill is est \$14,000; the gas for the hot water and heat was shut off in April 2014, the balance of gas bill is est \$11,900 with the electric bill is est \$ 6300 and was disconnected on September 18, 2014 (only to be turned back on at the request of the officers of Moline Acres , the MSD bill (as based on the water use) is est \$26,900 which the association and unit owners cannot readily pay and should not have to pay.

8. At all times, it was or should have been known there was no lawful authority to the use of those accounts or services by Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC.

9.It is proper and necessary that there be a complete accounting of the amounts if any that were paid by the shopping center tenants and should have been paid by the shopping center since it tapped into or accessed theLewis and Clark Tower gas, electrical and sewer meter lines and account and refuse service, that Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC be required to pay over all amounts received for utilities, that they be required to further pay for the utilities and services used at a reasonable rate plus interest to put LCTCA, plaintiffs and unit owners in the position they should have been in .

10. There is no adequate remedy at law and unless equitable relief in the form of the equivalent of a receiver and an accounting, and plaintiffs be made whole immediate and irreparable harm will result to the Plaintiffs by depriving them of needed funds, including as needed to address the claimed outstanding balance and reimburse the unit owners.

11. Plaintiffs have been damaged as a direct and foreseeable results of the foregoing, including the individual plaintiffs have had their investment and quiet enjoyment of their residence, threatened, have suffered garden variety distress and should be put in the position they should have been in but for the actions above. The infrastructure of the condo assn of which they

own an undivided interest has also been impacted and its useful life likely shortened by the increased volume and use for the shopping center., and the credit rating of LCTCA has been damaged..

12. Plaintiffs who have had to incur expenses including for costs , expenses and legal fees in this equitable should also be reimbursed for their reasonable fees and expenses with it proper and necessary under equity where it is to enforce the Declaration which limits on what expenses can be incurred to those for the Tower's own common elements and where the actions of Lewis and Clark 195 LLC, Collier, Leigh, Foster and A.M.C.I. Inc constitute willful misfeasance, fraud, and were intentional, outrageous and willful, knowingly done with the intention to use positions as Board member and property manager for self interest deliberately concealing material information from unit owners and reflect a willful, wanton and malicious failure to comply with the Act as applicable to them.,

Wherefore Plaintiffs prays this court find and declare, the party in interest to pay said bills is the shopping center, which since 1995 has been owned by Lewis and Clark 195 LLC, operated by Collier, Leigh, Foster and AMCI Inc; that judgment enter in favor of Plaintiffs against Collier, Leigh, Foster , A.M.C.I and Lewis and Clark 195 LLC as to compensate them and make them whole with equitable relief be entered in the form of placing a lien of the property at 9955 Lewis and Clark for same; and the tenant rents on same; that a receiver continue to be appointed to oversee same for the Plaintiffs and association; that the court order defendants to account for any funds received for payment of said utilities; judgment be entered against for any damages, plus back interest of 9%. annum from when amounts that should have been paid on the sewer, electric and gas utilities and use of the refuse service ; judgement enter against Collier,

Leigh, Foster , A.M.C.I and Lewis and Clark 195 in such amounts as to make the Assn and Plaintiffs whole, to compensate Plaintiffs for their damages in a fair and reasonable amounts, and award punitive damage against same, with Plaintiffs be reimbursed their reasonable fees from same, costs and such other relief as proper.

Count 3

Declaratory and equitable action relating purported 2009 cell phone tower income sale Comes now Plaintiffs for Count 3 against Collier, Lewis and Clark 195 LLC, D Jerry Leigh and AMCI Telecom Site Services Inc and state as follows :

1. Plaintiffs reallege allegation 1 to 22 of Count 1
2. This court has jurisdiction and venue over the claims herein where there are common issues of law and fact and the claims are properly heard together.
3. This court has the authority under its declaratory and equity powers and can and should exercise same in the interest of justice and to prevent fraud, gross malfeasance and wrongful use of fiduciary positions and see the provisions of bylaws and charter as initially recorded are followed .
4. At all times pertinent Plaintiffs are informed and believe Telecom Acquisition Group Inc is a out of state corporation that did business in Missouri where it buys cell phone tower leases seeking an assignment of future income from same.
5. At all times pertinent, Plaintiffs are informed and believe since in or 1997 there was or have been a cell phone rental agreement where the unit owners were to receive income from Sprint and ATT(Cingular) for use of the rooftop of the Lewis and Clark Tower for the cell phone towers wherein the rent to be received would now be est at least roughly \$4,000/mo-

\$5,000/mo.

6. At all times pertinent, the income from the rental agreements was a common asset belonging to the unit owners who hold an undivided common interest in same .

7. At all times pertinent. there were no authorized Limited Common Elements and the individual unit owners do not own any exterior or structure of the building of their unit (with the unit owners instead owning only to the interior walls) .

8. Despite same , Plaintiffs are informed and believe Collier, and Lewis and Clark 195 LLC with the assistance of Leigh, A.M.C.I. inc and Foster , wrongly misrepresented and claimed they owned the roof and were entitled a portion of the right to the cell phone tower income for themselves, including in about 1997 representing same to Sprint and in or about 2009 (as in EX 9) representing same to Telecom .

9. In connection with said false misrepresentation (same being false in that they did not own any rights where the unit owners own only to the inside walls) Plaintiffs are informed and believe Collier, Leigh, Lewis and Clark 195 LLC and Foster and A.M.C.I. Inc, as in EX 9 orchestrated an purported agreement to sell the future rights to said cell phone tower income for 20 years for the sum of \$214,700 without obtaining the consent from the unit owners.

10. Although Plaintiffs have asked for the records of where the \$214,700 went and how it was applied, said Defendants have failed and refused to provide same.

11. It is proper and necessary said 2009 purported agreement (EX (9)) be set aside and held for naught with any penalty payments in any liquidation clause or rescission payment due from Lewis and Clark 195 LLC; Collier, Leigh, and A.M.C.I. Inc for the reason:

A. Same was outside the allowable authority under the 1980 Declaration and in breach of same especially where same does not allow common elements to be set off as Limited Common Elements;

B. Same would be contingent upon the 1999 and 2006 amendment (EX 2 to 5) t to the Declaration which themselves are void where

i. At the time same as orchestrated by Leigh, as a purported Board member, he was not lawfully a Board member because he was not in fact a unit owner;

ii Plaintiffs are informed and believe the purported bylaw change was not in fact approved by the requisite consent of the promissory noteholders at a special meeting ;

iii. The by law change (as in the attached minutes EX 3 and 5 was in breach of fiduciary duties including the duty of loyalty and the result of fraudulent concealment and misrepresentation by Leigh of his intentions to use same to then try to strip off the cell phone income on the rooftop for himself and Collier and Lewis and Clark 195 LLC ;

iv The by law change was unconscionable, and not in the best interests of all owners and instead was part of series of wrongful actions of Leigh and and Collier to try to convert, strip and siphon off assets of the Lewis and Clark Tower Association for themselves that began in 1998;

C. There was no vote of the unit owners or other document signed by them (the actual owners of the stream of income as an asset of the Condominium) consenting to the sale of the cell phone income , and as far as the Plaintiffs are aware no minutes of any vote approving an actual sale or assignment of a stream of income with the 2009 agreement exceeding the authority of Leigh;

D . At the time Leigh purportedly signed the 2009 agreement for the Assn he was not properly on the Board where he was not a unit owner ;

E . The 2009 agreement itself is unconscionable, especially its penalty clause termination penalty and was the result of a breach of fiduciary duty and not in the best interest of the unit owners including where it purported to sell 20 years of a likely set income of est \$48,000/year for a sum equal to less than 5 years of income at a time while saddling the Assn with future utility costs for same without any consent of the unit owners

F. Plaintiff are informed and believe the \$214,700 was not even applied to the genuine common expenses and instead Collier and Leigh (for which they also had no lawful authority to incur such debt or borrow money for the association on behalf of the unit owners wrongly claimed the funds for themselves, claiming they secretly lent money to the Assn , for which despite demand and duties to see records are kept, no records on any said loan were produced

12. There is no adequate remedy at law and it is proper and necessary that this court set aside, rescind and find the 1999 and 2006 amendments and the 2009 agreement Bylaw void and order and find that Leigh, Collier and Lewis and Clark 195 LLC is to pay back or refund any amounts received under same and pay all costs including for the fees herein and for recording a copy of the order where the funds are needed for meet the day to day expenses for the association .

13. As a direct and foreseeable results Plaintiffs have been damaged with the individual plaintiffs damaged personally where they have been deprived of needed income and had the ongoing existence of the Assn threatened for which it is proper they be made whole by Collier, Leigh, Foster Lewis and Clark 195 LLC and A.M.CI. Inc.

Wherefore Plaintiffs pray that the court declare and find the 2009 agreement is void and should be set aside and is not binding on the association or its unit owners; that to the extent any amount have to be paid back Leigh, Collier, Foster and Lewis and Clark 195 LLC be ordered to reimburse Telecom Inc; Telecom Inc ordered to account and pay back to the Assn any cell phone income received since 2009 to put the parties in the position they should have been , Plaintiffs be otherwise put in the position they should have been in together with 9%/annum interest damages, punitive damages and fees and such other relief as proper.

Count 4

Damages against D Jerry Leigh for willful misfeasance, gross negligence and fraud as a Board member

Comes now Plaintiffs and against D Jerry Leigh state as follows:

1. Plaintiffs reallege allegations of counts 1, 2 and 3.
2. At all times pertinent Plaintiffs as unit owners had a right to expect that any persons who take on the role of a Board member do so in a fiduciary capacity including to see the Board members acted in a reasonable manner and with undivided loyalty for the benefit of all the owners, and they not use the position for own self interest.
3. At various times, from in or about 1992 to 2011 , D Jerry Leigh, held a position where he acted and claimed the duties of a Board member of the Lewis and Clark Tower Condominium Assn owing duties to Plaintiffs as unit owners .
4. D Jerry Leigh breached the duties he owed to Plaintiffs as a Board member including by a failing to see the Declaration was followed;

b failing to see proper records were maintained ;

c providing false information such as in 1999 and 2006 on his own intentions:

d joining with Collier and Lewis and Clark 195 LLC in the association and thus unit owners being billed for utilities for the shopping center,

e joining with Collier and Lewis and Clark 195 in seeking to deprive the unit owners of the cell phone tower income in 1997 and in the 2009 agreement ;

f seeking to conceal the true facts from the unit owners as to the utilities and the cell phone tower income;

g allowing and participating with Collier in unapproved claimed secret loans;

h failing to even see to the proper payment of expenses, maintenance of the property.

5. This action is timely where

a The actions are part of a continuing pattern where the last acts took place within the 5 years and

b As a matter of equity any statute of limitations should be extended where despite the duty to have and provide records, even when requests for access and information were made, there was a fraudulent concealment where requested information was not provided.

6. All conditions precedent have been met.

7. As a direct result of the above by said defendants , Plaintiffs and the other unit owners have been damaged with the Plaintiffs suffering a loss of their investment. loss of the quiet enjoyment set out in the bylaws, have garden variety distress, been without utilities and are at risk of having to move at a moment's notice upon a power shut off .

8. The actions of Leigh , was in breach of his duties and constitute acts of willful

misfeasance, gross negligence and fraud per the duties in the Declaration for a Board member where there is no indemnity under the Declaration.

9. The actions of Leigh herein were intentional willful, outrageous with the intention to cause harm in breach of the ethics of his position and in breach of a position of trust such that it is proper all unit owners be put in the position should have been in.

10. There is no adequate remedy at law and instead it is proper under equity at Leigh's cost a receiver or other person be appointed to go back and locate and obtain the records that should have been kept and punitive damages be awarded to punish and deter Leigh and others from like conduct.

Wherefore Plaintiffs for themselves and the other unit owners pray judgment enter in a fair and reasonable amount against D Jerry Leigh to put them in the position they should have been in, and compensate them for their damages, fees, costs, expenses herein, punitive damages in an amount to punish and deter Leigh and others from like conduct and such other relief as proper including the appointment of a receiver .

Count 5 suit relating to breach of duties by Leigh. AMCI et al on property management of the Tower

Comes now Plaintiffs and for Count 5 against D Jerry Leigh and A.M.C. I. Inc and Ryan Foster and state as follows

1 Plaintiffs reallege allegations of Count 1,2, 3 and 4.

2 At all times pertinent, from in or about 1995 to in or about 2011 D Jerry Leigh and his company A.M.C.I Inc and Ryan Foster served as the property manager for Lewis and Clark Tower Condominium Assn with it their duties to see to the Declaration and the applicable

sections of Ch 448 including to see to the maintenance of records, the upkeep of the building, the collection of fees, the payment of bills, and the holding of meetings and the election of Board members, and to see the common expenses charged to the unit owners met the law.

3 From 1995 to 2011 Leigh and A.M.C.I. Inc and Foster substantially and materially breached their duties as property manager under the Declaration in what amounts to gross negligence and willful misfeasance by :

a. failing to see the Declaration was followed on the election of Board member and allowing Leigh a non owner to be placed on the Board ;

b. failing to see proper minutes were kept and records of expenses, as required by Ch 448 were kept;

c. failing to obtain consent of all owners before obtaining claimed loans;

d. allowing Collier to dictate and make decisions which should belong to the Board and should be made for all unit owners, not for the benefit of Collier;

e. engaging in the above described actions where Leigh joined with and participated in having the Tower unit owners be billed and pay for the utilities for 9955 Lewis and Clark shopping center without the consent of the unit owners ;

f. participating as set out above with Collier to seek to record purported changes to the Declaration that do not meet the requirements and were for the self interest of Collier, not all owners with Collier. and participating with Collier in the 2009 actions to siphon off and sell the cell phone tower income and claim the proceeds for themselves based on unapproved undocumented secret loans and otherwise operating the Tower in a manner that sought to favor their self interest over that of the unit owners and fraudulently concealed or misrepresented the

true intentions

g. failing to see to the proper collection of amounts due, including from Lewis and Clark 195LLC ;

h failing to see to proper payment of bills and prioritizing of repairs :

i allowing the entities such as SNB Investing. Worldwide Properties and Canaan Properties Inc , nonresident owners who acquired their units from Lewis and Clark 195 LLC to move tenants into the building that they knew did not meet city or building requirements with no permit or inspection by the City of Moline Acres , failing to collect for damages or seek to enforce the provision of the Declaration for it to be a high quality building; .

j participating in a sale of cell phone income without the consent of the owners.

k participating in the believed secret payment to Collier and Lewis and Clark 195 LLC of the\$214,700 from the sale of the cell phone tower income.

4 It is further proper and necessary that Leigh, Foster and A.M,C.I be required to account for funds received, and paid out during the tenure as operating as manager.

5 This action is timely where

a The actions are part of a continuing pattern where the last acts took place within the 5 years and

b As a matter of equity any statute of limitations should be extended where despite the duty to have and provide records, even when requests for access and information were made,there was a fraudulent concealment where requested information was not provided,

6 All conditions precedent have been met.

7 As a direct result of the above, Plaintiffs have been damages with the individual unit

owners damaged with said Plaintiffs suffering loss of quiet enjoyment, garden variety distress there the Tower due to Leigh and A.M.C.I has been stripped of valuable income and assets and are needed to help meet operating expenses with the Plaintiffs subject to risk of condemnation on short notice for unpaid expenses.

8 The actions of Leigh, Foster and A.M.C.I. Inc as property managers are acts of willful misfeasance, gross negligence and fraud as a Board member where there is no indemnity under the Declaration.

9 The actions of Leigh, Foster and A.M.C.I Inc as property managers were intentional willful,outrageous with the intention to cause harm in breach of the ethics of his position and in breach of a position of trust such that it is proper there be punitive damages.

10 There is no adequate remedy at law and instead it is proper under equity at defendants' cost a receiver or other person be appointed to go back and locate and obtain the records that should have been kept and punitive damages be awarded to punish and deter Leigh, Foster and A.M.C.I. Inc and others from like conduct.

Wherefore Plaintiffs pray judgment enter in a fair and reasonable amount against D Jerry Leigh and A.M.C.I Inc and Ryan Foster to put Plaintiffs in the position they should have been in, and compensate them for their damages, fees, costs, expenses herein, punitive damages in an amount to punish and deter Leigh and others from like conduct and such other relief as proper including the appointment of a receiver .

Count 6 against Stacy Clark for willful misfeasance, gross negligence and fraud as a Board member

Comes now Plaintiffs and state as follows:

1 Plaintiffs reallege allegations 1 to 22 of Count 1 .

2 At all times pertinent , the position of a condo Board member is and has been one of trust where the LCTCA Board member owed Plaintiff s (including the individual Plaintiffs as unit owners) a duty per the Act and Declaration to act in a fiduciary manner using proper care in decisions, seeing the Declaration was followed for the benefit of all unit owners to see the Assn was governed with undivided loyalty for the benefit of all the owners.including to see proper steps are taken to see amounts are collected and bills paid.,

3 From in or about 2011 to 2013 Stacy Clark (who is believed to have a real estate license) served a a Lewis and Clark Tower condo assn Board member taking on the fiduciary duties of a Board member,

4From in or about 2011 to 2013 Stacy Clark breached the duties owed Plaintiffs including the duty of undivided loyalty and good faith he owed to Plaintiffs and all members of the Assn and the Assn as a whole in connection with his role as claimed Board member by using said position not for the good of all unit owners but for his self interest including ;

a. seeking to change the procedures to favor himself, without following proper procedure for votes:

b. authorizing a \$ 18,000 payment to Mabel Willis for work that was to be done for Tower and on which there appears to be no work that would reasonably call for such a payment to her;

c. failing to see to the collection of the assessments from his own entity SNB Investing LLC were paid where since January 2012 as of May 2014 the sum of \$45,479 is due from same;

d failing to see to the collection of amounts due from M.G. Construction LLC aka M.G.

Contractors as owned by Mabel Willis which from 2012 to May 2014 owed \$64,994.53

e failing to see to the billing of Collier,;

f failing to see to the proper collection from Lewis and Clark 195 LLC and failing to see to the proper collection of all amounts from Canaan Properties LLC:

g failing to see proper management such as regular payment on gas bills;

h failing to see proper records were kept or proper forms filed such as tax returns or to keep a bank account or see a ledger was properly kept;

i failed to allow required records and in fact when access was requested engaging in mendacity and even claiming as Board member he did not have access to the checking or other bank accounts and/or records;

j failed to demand an accounting from Leigh. AMCI Collier and Lewis and Clark 195 LLC on the utilities, prior operation and the purported 2009 sale of the cell phone income;

k failed to see the Declaration was followed as to elections and instead orchestrating the removal of an elected Board member, and then wrongly seeking to replace him with appointed rather than elected personnel

l Sought to threaten, intimidate other unit owners;

m hired CPM as property manager where it was known or should have been known they would not be fair or independent;

n Sought to use his position to move ill suited tenants into the building who engaged in violence, drugs and damage to the building breaching the covenant that it was to be operated as a first class development and placing the development and resident unit owners at risk .

6 All conditions precedent have been met.

7 As a direct result of the above, Plaintiffs have been damaged with the individual Plaintiffs suffering a loss of their investment. loss of the quiet enjoyment , been denied the rights in the Declaration and Act to a proper Board member , have garden variety distress, been without utilities and are at risk of having to move at a moment's notice upon a power shut off, and the Assn with the loss funds and ability to reasonably obtain insurance and borrow funds, .

8 The actions of Clark are acts of willful misfeasance, gross negligence and fraud as a Board member.

9 The actions of Clark were intentional willful, outrageous with the intention to cause harm in breach of the ethics of his position and in breach of a position of trust such that it is proper punitive damages be awarded to punish and deter Clark and others from like conduct.

10 There is no adequate remedy at law and instead it is proper under equity at Clark's cost a a receiver or other person be appointed to go back and locate and obtain the records that should have been kept and punitive damages be awarded to punish and deter Clark and others from like conduct, especially where it is part of a plan or objective to seek to force out the resident owners to then convert the building at pennies on the dollar into a rental building.

Wherefore Plaintiffs pray judgment enter in a fair and reasonable amount including for the individual plaintiffs against Stacy Clark to put Plaintiffs in the position they should have been in, and compensate them for their damages, fees, costs, expenses herein, punitive damages in an amount to punish and deter Clark and others from like conduct and such other relief as proper including the appointment of a receiver .

Count 7 suit against Condominium Property Management Inc now known as Community

property Management inc for breach of duties as property manager

As and for Count 7 against Condominium Property Management Inc now known as Community Property Management Inc for breach of duties as property manager and state as follows

1 Plaintiffs reallege no 1 to 22 of Count 1.

2 This action is properly joined with the other counts where there are common issues of law and fact and it concerns the Lewis and Clark Tower Condominium and the real property at 9953 Lewis and Clark, Moline Acres, Mo.

3 At all times it has been a violation for the Declaration and the Act enforceable by a unit owner for a property manager to fail to follow the Declaration, the Act and misuse the position for own gain or to favor one owner over others .

4 At all times pertinent, Plaintiffs is informed and believes Condominium Property Management Inc now known as Community property Management inc (CPM) is a Missouri corporation with its principal place of business in St Louis County, Mo

5 From in or about August 2012 to December 2013 CPM was the property manager for the Lewis and Clark Tower Condominium.

6 CPM breached the duties to Plaintiffs as unit owners including to treat all unit owners fairly, in failing to see the assn building was kept up, in failing to see there were proper records, in failing to see to proper elections including :

a It failed to see to proper repairs and upkeep ;

b. It failed to maintain a proper ledger sheet, provide or maintain documentation of claimed expenses or see the financial record were kept in sufficient detail ;

c. It failed to see to a proper votes and election or replacement of officers when there were resignations and instead allowed Gloria Hardin (who in turn sought to appoint Stephanie White) in violation of the Declaration that mandates same only be by election with votes by unit owners;

d It failed to review the bills, see to regular payment even on utilities :

e It allowed a \$ 18,000 payment to Mabel Willis for work that was to be done for Tower and on which there appears to be no work that would reasonably call for such payment ;

f. It failed to see to collection of the assessments from Board member Clark's own SNB Investing LLC were paid where since January 2012 as of May 2014 the sum of \$45,479 is due from same;

g It failed failing to see to the collection of amounts due from MWG. Contractors LLC aka MW.G. Construction LLC which from 2012 to May 2014 owed \$64,994.53;

h It failed to see to the collection from Collier, or Lewis and Clark 195 or other units now owned by Worldwide Properties LLC and while it did hire a law firm to sue Canaan Properties , it hired an hourly fee not contingent fee counsel, costing the association needed funds , where send out collection discovery, failed to execute on the judgment and failed to provide the full amounts due to counsel to be included in the judgment where as even the City and Village records show while

-i It sought and obtained a default judgment on unit 100 for amounts due as of August 2013 for \$ 3574.53 (which included \$500 in fees), the subsequent property manager records as kept by City and Village tax office show that for 2012 to August 2013 the actual amount should

have been \$4544.00;

-ii It sought and obtained a default judgment on unit 106 for amounts due as of August 2013 for \$ 2042.18 (which included \$500 in fees), the subsequent property manager records as kept by City and Village tax office show that for 2012 to August 2013 the actual amount should have been \$4930.06:

-iii. It sought and obtained a default judgment on unit 1000 for amounts due as of August 2013 for \$ 24, 630.13 (which included \$500 in fees), the subsequent property manager records as kept by City and Village tax office show that for 2012 to August 2013 the actual amount should have been \$28,815.76;

-iv. It sought and obtained a default judgment on third floor for amounts due as of December 2013 for \$ 37, 231.19 (which included \$500 in fees), the subsequent property manager records as kept by City and Village tax office show that for 2012 to 2013 the actual amount should have been \$81,497.73 :

I It failed to see proper meeting records were maintained,

j. It failed to allow access to records and in fact when access was requested engaging in mendacity and even claiming as did not have access to the checking or other bank accounts and/or records;

k It failed to demand an accounting from Leigh, Foster and Lewis and Clark 195 LLC on the utilities, prior operation and the purported 2009 sale of the cell phone income;

l It allowed Clark to threaten, intimidate other unit owners;

m It allowed Clark to move ill suited tenants into the building who engaged in violence., drugs and damage to the building breaching the covenant that it was to be operated as a first class

development and placing the resident unit owners at risk even without city inspections .

n . It participated or allowed the actions or failed to address the actions of Foster, Leigh and A.M.C.I. and their actions. as herein on the purported secret loans, the utilities for the shopping center and the cell phone income

o.. It failed to see proper inspection or permits were obtained for occupancy.

p It sought to demand unreasonable payments for itself to drain the coffers of LCTCA including expenses of \$2000/mo in fees and \$75 for taking a check to a local utility payment center.

6 All conditions precedent have been met.

7 As a direct result of the above, Plaintiffs have been damaged with the individual Plaintiffs suffering a loss of their investment. loss of the quiet enjoyment , been denied the rights in the Declaration and Act to a proper property ,manager and records , have garden variety distress, been without utilities and are at risk of having to move at a moment's notice upon a power shut off, and the Assn with the loss funds and ability to reasonably obtain insurance and borrow funds,

. 8 The actions of CPM are acts of willful misfeasance, gross negligence and fraud .

9 The actions of CPM were intentional willful, outrageous with the intention to cause harm in breach of the ethics of his position and in breach of a position of trust such that it is proper punitive damages be awarded to punish and deter it and others from like conduct.

10 There is no adequate remedy at law and instead it is proper under equity at CPM's cost a receiver or other person be appointed to go back and locate and obtain the records that should have been kept and punitive damages be awarded to punish and deter CPM and others from like conduct.

Wherefore Plaintiffs pray judgment enter in a fair and reasonable amount against Condominium Property Management Inc for their damages to put Plaintiffs in the position they should have been in, and compensate them for their damages, fees, costs, expenses herein, punitive damages in an amount to punish and deter it and others from like conduct and such other relief as proper including the appointment of a receiver

Count 8

Amounts due from unit owners for failure to pay assessments since 2012

As and for Count 8 Plaintiffs state as follows

1 Plaintiffs reallege allegations 1 to 22 of Count 1.

2 This court has jurisdiction over this count where it concerns common issues relating to the Tower condominium at 9953 Lewis and Clark Moline Acres.

3. The individual Plaintiffs have standing where they reside in the building and have been personally impacted by the acts herein , and where they are authorized to act on behalf of the association to enforce the rights of same including the rights to see to payment on the assessments which is a breach of the duties in the Declaration, and where they have been the ones who have bene paying and seeing to payment for expenses.

4 Plaintiffs are informed and believe at all times pertinent Defendants on this count have been unit owners , sent assessment bills and failed and refused to pay., with Steve Purcell dba Canaan Properties LLC , there being no Mo or Washington state registration for said entity.

5 Plaintiffs are informed and believe that as based on the available records and May 2104 printout of unpaid assessments per unit from the last property manager

A The sum of \$9547.76 since Jan 2012, with 9% interest and \$20 mo late fees for a total of \$12,606 is due from Lewis and Clark 195 LLC;

B The sum of \$6125 plus interest is due from Hal Collier for unit 106A plus interest since December 2006;

C The sum of \$915 from Stephanie and Andre White for unit 401;

D The sum of \$915 from Stephanie White for unit 506;

E The sum of \$5587.81 from Ayana Sample for unit 505;

F. The sum of \$199, 621.73 from Steve Purcell dba Canaan Properties for units 100. 106, 209 302, 303, 304, 305, 306, 307, 307c and D formerly 308, 309, tenth floor, (with any offsets for the judgments already obtained as in mentioned in the prior count) but plus the amounts due on unit 302 ;

G The sum of \$1518 due from Chancellor Turner for unit 101;

H The sum of \$12,575 due from Charles Hawkins for unit 704;

I The sum of \$12, 575.47 due from Charles Reid for unit 603 and 704;

J The sum of 18, 137 as due from Christopher Pezzimenti for unit 707;

K The sum of \$741 from Devon Anderson III for unit 809;

L. The sum of \$2022.16 due from Donte Lewis for unit 410;

M. The sum of \$ 11,186.14 due from Fawn Perryman Trustee for unit 501;

N The sum of \$22, 404 due from Free the People for units 10 and 104;

O. The sum of \$5782.50 due from Hardin Realty for units 102 and 901;

P The sum of \$42, 574.79 due from Matt Hawkins and heirs of Jerry Davis for units 703, 706, 802 and 805;

Q. The sum of \$37,767.91 due from Loure Boling for units 406, 407, 502, 503;

R The sum of \$13,388.51 due from Mary Fox for unit 701:

S. The sum of \$16, 325 due from Matt Hawkins for unit 902;

T The sum of \$62,594.73 from M.G. Contractors LLC for units 201-208;

U The sum of \$44,389.42 due from Nationwide Construction Development Group LLC for units 404-405;

V. The sum of \$15,330. due from Dan Hanning for heirs of Olga Hanning for unit 903;

W The sum of \$6765.46 due from Ginger Caby for the heirs of Pam Milster for units 408 and 511;

X. The sum of \$ 18, 964.46 due from Phil Meeks for unit 807;

Y The sum of \$ 5,219.91 due from Phil McIntosh for unit 611;

Z The sum of \$2652.65 as due from Robert and Ima Weast for units 403 and 602;

AA The sum of \$34,628.01 due from Roy and Annie Coggins for units 402, 601, 605, 606 and 906;

BB. The sum of \$76,610.98 (being \$75180.70 @ \$5,192/mo) plus interest of \$1430 an arrearage of \$47, 923 (less the \$350 payment from its tenant) which is \$357.75/mo in 9%/annum interest (\$1430.19) for a total of \$76,610.98 as due from SNB Investing LLC for units 105, 411, 412. 508., 509,510, 608-612, 705. 708-712, 806, 904, 905, 907 and 908 ;

CC The sum of \$1143.80 due from Terri Taylor for unit 409;

DD. The sum of \$1543.88 due from Tramere Johnson for unit 507;

And

EE The sum of \$13,007 Due from Worldwide Properties LLC for units 604, 607, 803 and 804.

6. Despite demand the payments have not been made and all conditions precedent have been met to the collection of the amounts due with said amounts reasonable and due on account..

7 As a direct result of the above, Plaintiffs have been damaged with the individual Plaintiffs suffering a loss of their investment. loss of the quiet enjoyment set out in the bylaws, have garden variety distress, been without utilities and are at risk of having to move at a moment's notice upon a power shut off where due to same the unit owners have not been able to meet billed expenses, despite having paid their share .

8. Plaintiffs who have had to incur expenses including for costs , expenses and legal fees in this equitable should also be reimbursed for their reasonable fees and expenses, and as a matter of equity.

9 The actions of Defendants were in breach of their duties under the Declaration and constitute a form of willful misfeasance, (especially where still renting out and/or using the units) with no arrangements for payment, were intentional, outrageous and willful, knowingly done with the intention to cause harm and reflect a willful, wanton and malicious failure to comply with same.

10 There is no adequate remedy at all and instead it is proper and necessary to protect the Plaintiffs and the other resident owners from immediate and irreparable harm that this court

order the continued appointment of a receiver or provide some person with authority to collect the amounts due, to review the ownership of same to reach the beneficial owner and see that a lien is placed on the units and such other equitable relief as proper including to immediately be allowed to collect against any rents..

- Wherefore Plaintiffs pray that judgment enter in their favor for their damages and for the Assn to have a judgment enter in the amount of
- A The sum of \$ \$12,606 against Lewis and Clark 195 LLC;
 - B The sum of \$6125 plus interest as due from Hal Collier for unit 106A plus interest since December 2006;
 - C The sum of \$915 as due from Stephanie and Andre White for unit 401;
 - D The sum of \$915 as due from Stephanie White for unit 506;
 - E The sum of \$5587.81 as due from Ayana Sample for unit 505;
 - F. The sum of \$199, 621.73 as due from Steve Purcell dba Canaan Properties for units 100. 106, 209 302, 303, 304, 305, 306, 307, 307c and D formerly 308, 309, tenth floor, less any amounts any offset for the amounts of the judgments already obtained but plus the amounts due on unit 302 ;
 - G The sum of \$1518 as due from Chancellor Turner for unit 101;
 - H The sum of \$12,575 as due from Charles Hawkins for unit 704;
 - I The sum of \$12, 575.47 as due from Charles Reid for unit 603 and 704;
 - J The sum of 18, 137 as due from Christopher Pezzimenti for unit 707;
 - K The sum of \$741 as due from Devon Anderson for unit 809;
 - L. The sum of \$2022.16 as due from Donte Lewis for unit 410;

M. The sum of \$ 11,186.14 as due from Fawn Perryman Trustee for unit 501;

N The sum of \$22, 404 as due from Free the People for units 10 and 104;

O. The sum of \$5782.50 as due from Hardin Realty for units 102 and 901;

P The sum of \$42, 574.79 as due from Matt Hawkins (who has an installment sale agreement) and heirs of Jerry Davis for units 703, 706, 802 and 805;

R.. The sum of \$37,767.91 as due from Loure Boling for units 406, 407, 502, 503;

S. The sum of \$13,388.51 as due from Mary Fox for unit 701:

T. The sum of \$16, 325 as due from Matt Hawkins for unit 902;

U The sum of \$62,594.73 as due from MWG Contractors LLC for units 201-208;

V. The sum of \$44,389.42 as due from Nationwide Construction Development Group LLC for units 404-405;

W. The sum of \$15,330. As due from Dan Hanning for heirs of Olga Hanning for unit 903;

X The sum of \$6765.46 as due from Ginger Caby for the heirs of Pam Milster for units 408 and 511;

Y The sum of \$ 18, 964.46 as due from Phil Meeks for unit 807;

Z. The sum of \$ 5,219.91 as due from Phil McIntosh for unit 611;

AA. The sum of \$2652.65 as due from Robert and Ima Weast for units 403 and 602;

BB. The sum of \$34,628.01 as due from Roy and Annie Coggins for units 402, 601, 605, 606 and 906;

CC . The sum of 76,610.98 (being \$75180.70 @ \$5,192/mo) plus interest of \$1430 an arrearage of \$47, 923 (less the \$350 payment) which is \$357.75/mo in 9%/annum interest (\$1430.19) for a total of \$76,610.98 as due from SNB Investing LLC for units 105, 411, 412.

508., 509,510, 608-612, 705. 708-712, 806, 904, 905, 907 and 908 ;

DDThe sum of \$1143.80 as due from Terri Taylor for unit 409;

EE . The sum of \$1543.88 as due from Tramere Johnson for unit 507;

And

FF The sum of \$13,007 as due from Worldwide Properties LLC for units 604, 607, 803 and 804.Plus fees, costs and interest and such other relief as proper.

Count 9 Declaratory and equitable relief involving MSD and MAWC for having billed Lewis and Clark Tower condominium at 9953 Lewis and Clark for sewer to shopping center at 9955 Lewis and Clark et al

As and for Count 10, Barney Bennett, Janice Shands and George Goldman and LCTCA against defendants MSD, MAWC Lewis and Clark 195 LLC, Collier, Leigh, Foster and AMCI , Stephanie White ,Steve Purcell dba Canaan Properties LLC,SNB Investing Inc MWG Contractors LLC. Worldwide Properties LLC. Chancellor Turner,.Free The People House Of Prayer, Andre White, Roy Coggins, Annie Coggins , Robert Weast, Nationwide Construction & Dev Group LLC, Loure Boling ,heirs of ,Pamela G Milster, Terri D Taylor,. Donte P Lewis, .Fawn Perryman Trustee, Loure E Boling , Mary Love, Ayana R Sample,Tramere Johnson, Ima Jean Wuest aka Ima Weast, Charles Reid, Philip Mcintosh,Mary E Fox, heirs of Jerry W Davis , Charles Hawkins, Christoper A Pezzimenti,Philip M Meeks,Matt Hawkins,heirs of Olga Hanning, Larry Ellis , Hardin Realty LLC Charles Reid and Devon Anderson III state as follows;

1 Plaintiffs reallege allegations 1 to 13, 15- 22of Count 1.

2.Plaintiffs Bennett, Shands and Goldman have standing where they are and will be personally impacted, where they reside in the building and own an undivided common interest in all assets

and rights of the condominium, including the rights to sewer service rights, where their property as an owner could be impacted as a lien, where they rely on the water for their own use and where as a unit owner they are the real party in interest with any bills to the association in turn expected to be paid by the unit owners.

3 . At all times pertinent Plaintiffs are informed and believe defendant Metropolitan Sewer District (MSD) , is and has been a Missouri, entity with its principal place of business in the City of St Louis , , Mo where it is in the business of selling and billing for sewer services for gain using the MAWC water bill as the basis for determining usage with .defendant Missouri American Water Company (MAWC) ,being a Missouri, corporation with its principal place of business at 727 Craig Road in St Louis County, Mo where it is in the business of selling water.

4. Plaintiffs are informed and believes that since it was built in the 1960s MAWC provided water to the premises at 9953 Lewis and Clark and the shopping center premises at 9955 Lewis and Clark through one meter and water line for what was then an apartment building and shopping center and based on same MSD billed for the sewer and provided access to the sewer system.

5. Plaintiffs are further informed and believe that while MAWC and MSD have been on notice since 1980 when the premises at 9953 Lewis and Clark came under different ownership and had been subdivided with the apartment building turned into a condominium , MAWC still put the water service bill for both the shopping center and the condo in the name of the condominium association for the unit owners in turn to pay the water bills.

6 At all times pertinent, MSD knew or should have known such an arrangement was not reasonable was and in violation of the basic duties of MSD to see sewer services are properly;y bill only to those who owe for same

7 At all times pertinent MSD further knew or should have known that as in the recorded Declaration and Ch 448 there was no legal authority for the association to incur debts for the unit owners for services beyond the property lines of 9953 Lewis and Clark, and no authority to sell, convey or otherwise transfer property rights of the condominium unit owners or otherwise use their credit for others.

8. Despite the duties owed MSD nevertheless proceeded to bill the condominium association and the unit owners for the sewer services for the shopping center .

9 MSD continued to bill the condominium association for the sewer services to the shopping center even where it knew or should have known that there was no independent property manager, , when knew or should have known the unit owners did not know they were being billed for the shopping center and concealed and failed to disclose that the association was being billed for the water to the shopping center.

10. MSD further continued to bill the Lewis and Clark Tower Condominium Association for the sewer for the shopping center, and even when residents went to MAWC about the high water bills, and instead of MAWC telling them the association was being billed for the water for the shopping center, withheld that fact and told the condominium association to look for leaks such as toilets that might be running .

11. The actions of MAWC in providing the water bill for MSD to use for its billing and MSD in relying on the MAWC bill constitute a form of constructive fraud and wrongful billing.

12 There is a ripe controversy on the extent to which MAWC could provide said use data to MSD for MSD to bill and the extent to which MSD could ever have lawfully have set up such an account in 1980 wherein the assn was billed for the shopping center's sewer use

exceeds the limits of authority in the Declaration which limits the debts and expenses to those for 9953 Lewis and Clark and where the actions of MSD show bad faith and a reflect a reckless and negligence breach of the duties owed to the unit owners at 9953 Lewis and Clark..

13 Defendant MSD and MAWC should be further found and declared to be reckless, negligent and outrageous where they then engaged in a form of fraudulent concealment wrongfully obtain funds under false pretenses by intimidating with shut off notices to cause the unit owner to pay on a bill MAWC and MSD knew was not owed from the unit owners, MSD in conjunction with MAWC sent false demands and threats of shut off to the condominium association for not paying the bill even where it was known it was likely the shopping center that caused much if not most of the use wrongfully obtained funds from the assn unit owners going back to 1980..

14 At all times pertinent since 1980 the water and sewer line access, rights to sewer access and service, credit standing and right to set up an account and meter access was an asset of the Lewis and Clark Tower owned by all unit owners to which only the unit owners had a lawful right of possession and to use of same which was to be used only for unit owners on the premises..

15. Since 1992 the actions of MAWC and MSD in effect further and created the means for defendant Lewis and Clark 195 LLC, and its personnel, to wrongfully convert and wrongfully take property including water from the water line for 9953 Lewis and Clark without proper consent or payment to the unit owners and fraudulently conceal same from the unit owners wherein MAWC and MSD knew or should have known of the true fact and were instead participant who took steps to further the goal of the civil conspiracy directed to the unit owners

to defraud and conceal from them the fact they were being billed for the utilities for the shopping center.

16 Even in or about June 2014 Collier. A.M.C.I, Leigh, Lewis and Clark 195 LLC sought to obtain a permit and beginning construction on their own water line access and meter even then MAWC and MSD failed and refused to voluntarily make a correction to the bills.

17. It is proper and necessary that this court enter declaratory and other orders relating to the rights of the parties where there is a ripe disputed controversy concerning

a the extent to which under the Declaration there ever was any authority for the condo assn to have been billed for water(and thus sewer services based on the water bill) for other than the premises at 9953 Lewis and Clark;

b the extent to which the bills were reasonable and thus would be lawfully owed by the unit owners where under the Declaration their duty is only to pay for expenses for 9953 Lewis and Clark;

c the extent to which MAWC and MSD acted lawfully and validly in allowing the condo assn account to be used for water for 9955 Lewis and Clark and thus for the sewer bill generated by MSD;

d. the extent to which MAWC and MSD were placed on record notice by the Declaration and the fact they knew from the words "condo assn" being in the name of the account that the property had been subdivided and the limits of authority were as in the Declaration'

e The extent to which MAWC and MSD had a duty to have advised the unit owners that there was no meter for 9955 shopping center and the assn was being billed for the 9955 water and thus the assn was also billed for the sewer costs for the shopping center

f. The extent to which MAWC's and MSD's actions were not reasonable and continue a form of wrongfully obtaining funds under false pretenses under Mo common law especially where ignored the dispute and threatened shut off the water, and thus in turn the sewer services when it knew of should have known payment was not due from the condo unit owners for the sewer for the shopping center..

18. This action is ripe for resolution where with the new water line being installed, the parties can be put in the position they should have been in where the data and information can be obtained on the water use for the shopping center to go back and adjust or rebill the association and unit owners only for the water they used and separately bill the shopping center for its own water via a submeter, and thus correct the sewer bill.

which would likely exceed the claimed arrearage with late fees of est \$14000.

19. Plaintiffs have been and are being damaged as a direct and foreseeable results of the foregoing, including have had their investment and quiet enjoyment of their residence, threatened, have suffered garden variety distress and have been should be put in the position of a threat of water disconnection and condemnation .The infrastructure of the condo assn of which they own an undivided interest has also been impacted and its useful life likely shortened by the increased volume and use for the shopping center., and by not having funds for other repairs in having to make payment of the shipping center caused extra high water a priority

20. All conditions precedent have been met,with no primary jurisdiction in PSC in that A MSD has taken the position it is not subject to PSC jurisdiction and under judicial estoppel principles would be bound by same;

B There is no need to exhaust administrative remedies where there is no need for agency

expertise or a record, where this is especially so on the claim here which is based not on tariffs but on a legal interpretation for which a court has expertise on such issues as the limits of authority in the Declaration for the assn to have incurred any debt for 9955 water, and thus sewer the extent to which by the recording of the Declaration was on notice of the limits of authority , the extent to which the unit owners can be liable for expenses to serve premises outside the property lines of 9953 Lewis and Clark, the common law duties under which MAWC and MSD had to duty to disclose the true facts and the extent to which MAWC and in turn MSD by its concealment set into motion and participated with the owners and operators of 9955 Lewis and Clark in a civil conspiracy for which it would be liable with them ;

C. Same would be futile where an agency cannot provide complete or adequate relief it cannot address the above legal issues, it cannot construe interpret or declare the duties under the Declaration and cannot go back to 1980 for relief;

D Plaintiffs substantially complied by submitting an internal complaint and placed MAWC, MSD and PSC on notice of the need to take actions against MAWC

E Defendants should be judicially estopped from asserting same where they were first to violate and breach the rules of the same agency.

21.It is proper and necessary that there be declaratory and equitable relief declaring the above and finding unit owners are not liable, that there as not proper authority for the assn to have incurred a debt for sewer for 9955 Lewis and Clark that it cannot be lien on the property and that the unit owners have a right to continued sewer service ; equitable relief in the form of requiring MSD and MAWC to cease and desist from demands unit owners and/or assn as pass through pay

MSD for sewer services for 9955 Lewis and Clark ; that MSD return the payments to the condo assn that they paid for the shopping center's sewer services; MSD and MAWC make unit owners whole; that Lewis and Clark 195 LLC and its operators (Collier, Leigh, Foster and AMCI) be found and declared to be liable for the sewer service for 9955 shopping center and a complete accounting from same be ordered with them jointly liable for the damages to Plaintiffs including to put them and the other unit owners in the position they should be in but for their actions in seeking to use or take the sewer service rights of the condo assn and the fraud in having the association and in turn the unit owners made liable for gas services for the shopping center. through same cause money and property of the unit owners to be wrongfully obtained by MSD and the shopping center.

22. It is also proper and necessary that a person equivalent of a receiver be appointed to oversee same for the Plaintiffs, and otherwise see the roles that would be otherwise filled by a Board or property manager are filled.

23. There is no adequate remedy at law and Plaintiffs and the other unit owners and the association will suffer immediate and irreparable harm if an injunction and restraining order is not entered staying or prohibiting any shut off, ordering the appointment of the equivalent of receiver and requiring a complete accounting, adjustments, and such orders as above are not provided where any claimed prejudice or harm or prejudice to MSD is outweighed by the harm to the residents of the Tower that include families, elderly and disabled .

24. It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where

same has been required to enforce the rights in the Declaration which limits what expenses can be incurred to those for the Tower's own common elements and all enforcement actions as directed to conduct such as here by , Leigh and A.M.C.I. Inc constitute willful misfeasance, fraud, and were intentional, outrageous and willful, knowingly done with the intention to use positions as Board member and property manager for self interest cause harm and reflect a willful, wanton and malicious failure to comply with the Condominium Acts as applicable to them herein.

Wherefore Plaintiffs prays this court enter its judgement to stay or enjoin any shut off by MSD and Mo American Water Company, relating to the sewer bill for declaratory and equitable relief finding and declaring the current sewer bill is not due, that the billing and inclusion of the water for the shopping center on the condominium association water bill and thus it use for a sewer billing was not lawful, proper and should not have been permitted , finding and declaring that since 1980 MAWC and MSD was on notice there was no lawful authority under common law and the Declaration to have demanded payment from 9953 Lewis and Clark unit owners and its assn for water for the 9955 Lewis and Clark shopping center and thus for a sewer bill based on water use that MAWC in effect mistakenly, improperly and fraudulently billed the condominium association for water that should have been billed to the separately owned shopping center and thus as a result MSD in effect mistakenly, improperly and fraudulently billed the condominium association for sewer services that should have been billed to the shopping center, that it needs to make individual Plaintiffs, the condominium association and the other unit owners whole with MSD to refund , credit adjust the bill sent to l the condominium association and unit owners and , bill the shopping center at 9955 Lewis and

Clark(as owned by Lewis and Clark 195 LLC for what it should have been billed for sewer services even if it needs to estimate same; that Leigh, Foster and A.M.C.I. Inc be required to account for amounts they received for payment of the sewer bill; that a receiver or other person to be appointed for the association;that Plaintiffs be paid 9% /annum interest in addition to any amounts to place them in the position they should have been in; that defendants compensate Plaintiffs for their damages in a fair and reasonable amounts, that a lien be placed on the property at 9955 Lewis and Clark for all amounts due; Plaintiffs be reimbursed their reasonable fees , costs and such other relief as proper.

Count 10

claim against LaClede Gas et al for natural gas disconnection at 9953 Lewis and Clark

As and for Count 10, Barney Bennett, Janice Shands and George Goldman and LCTCA against defendants LaClede Gas Company Lewis and Clark 195 LLC, Collier, Leigh, Foster and AMCI , Stephanie White ,Steve Purcell dba Canaan Properties LLC,SNB Investing Inc MWG Contractors LLC. Worldwide Properties LLC. Chancellor Turner,.Free The People House Of Prayer, Andre White, Roy Coggins, Annie Coggins , Robert Weast, Nationwide Construction & Dev Group LLC, Loure Boling ,heirs of ,Pamela G Milster, Terri D Taylor,. Donte P Lewis, .Fawn Perryman Trustee, Loure E Boling , Mary Love, Ayana R Sample,Tramere Johnson, Ima Jean Wuest aka Ima Weast, Charles Reid, Philip McIntosh,Mary E Fox, heirs of Jerry W Davis , Charles Hawkins, Christoper A Pezzimenti,Philip M Meeks,Matt Hawkins,heirs of Olga Hanning, Larry Ellis , Hardin Realty LLC Charles Reid and Devon Anderson III state as follows;

1 Plaintiffs reallege allegations 1 to 13, 15- 22 of Count 1.

2. Individual Plaintiffs Bennett, Shands and Goldman have standing where they are and will be personally impacted, where they reside in the building and own an undivided common interest in all assets and rights of the condominium, including the rights to natural gas service (including for heating and hot water), where their property as an owner could be impacted as a lien, where they rely on same for their own use and where as a unit owner they are the real party in interest with any bills to the association in turn expected to be paid by the unit owners.

3 . At all times pertinent Plaintiffs are informed and believe defendant LaClede Gas Company is and has been a Missouri, entity with its principal place of business in the City of St Louis , , Mo where it is in the business of selling and billing for natural gas services .

4. Plaintiffs are informed and believes that since it was built in the 1960s LaClede Gas provided natural gas services for heating and hot water to the condo units at 9953 Lewis and Clark and the shopping center premises at 9955 Lewis and Clark through one meter and line for what was then an apartment building and shopping center

5. Plaintiffs are further informed and believe that while LaClede Gas it has been on notice since 1980 when the premises at 9953 Lewis and Clark came under different ownership, were subdivided with the apartment building turned into a condominium , LaClede Gas still sent a combined bill for the shopping center and the condo in the name of the condominium association for the unit owners in turn to pay the bills.

6 At all times pertinent, LaClede Gas knew or should have known such an arrangement was not reasonable was and in violation of the basic duties to see gas services are properly bill only to those who owe for same

7 At all times pertinent La Clede Gas further knew or should have known that as in the recorded Declaration and Ch 448 there was no legal authority for the association to incur debts for the unit owners for services beyond the property lines of 9953 Lewis and Clark, and no authority to sell, convey or otherwise transfer property rights of the condominium unit owners or otherwise use their credit for others.

8. Despite the duties owed Plaintiffs are informed and believe LaClede Gas nevertheless proceeded to bill the condominium

association and the unit owners for the natural gas services for the shopping center .

9 Plaintiffs are informed and believes La Clede Gas continued to bill the condominium association for the natural gas services to the shopping

center , at least as to 9955 to 9964 Lewis and Clark and at least for some time from 1980 for shopping center even where it knew or should have known that there was no independent

property manager, , when knew or should have known the unit owners did not know they were being billed for the shopping center and concealed and failed to disclose that the association was being billed for the natural gas to the shopping center.

10. La Clede Gas further continued to bill the Lewis and Clark Tower Condominium

Association for the natural gas and even shut off the hot water to the residential units in April

2014, and the gas for heat based on the bill which included the shopping center and continued

after April 2014 to add usage costs to the bill sent the assn even where it knew or should have known the gas use being billed after April 2014 came from the shopping center and not the condo units.

11. The actions of LaClede Gas in so cutting off the hot water and other gas usage at the Tower

and billing the unit owners for the gas for the shopping center was especially outrageous where it was of record as of 2011 Collier, Leigh , Foster and Lewis and Clark 195

LLC had divested themselves of all but one unit ownership of units at the condominium at 9953 Lewis and Clark. This is even more so where laClede gas claimed there has been no payments after February 2013 and failed to make corrections even when proof of payments.

12 There is a ripe controversy on the extent to which LaClede Gas could ever have lawfully have set up such an account in 1980 wherein the assn was billed for the shopping center's gas service and use , on the extent to the it exceeded the limits of lawful authority in the Declaration which limits the debts and expenses to those for 9953 Lewis and Clark and where the actions of LaClede Gas show bad faith and a reflect a reckless.and/or negligence breach of the duties owed to the unit owners at 9953 Lewis and Clark..

13 Defendant LaClede Gas should be further found and declared to be reckless, negligent and outrageous where it engaged in a form of fraudulent concealment and wrongly obtain funds under false pretenses by forcing the unit owners into paying on a bill La Clede Gas knew was not owed from the unit owners with false demands to shut off and actually , shut off the hot water and threatened to completely shut off all services due to the condominium association not paying the bill it did not owe, where it was known it was likelysome of the shopping center that caused much if not most of the use going back to 1980 and where LaClede Gas claimed it has received no payments on the heat and hot water accounts since February 2013 when instead as the CPM and City and Village records show in 2014 there were payments of \$3300 on hot water since Feb 2013 and \$6000 on hot water plus \$76Xin December 2013. As if not applied to the account ..

14 At all times pertinent since 1980 the natural gas line access, rights to natural gas line service, credit standing and right to set up an account and meter access was an asset of the Lewis and Clark Tower owned by all unit owners to which only the unit owners had a lawful right of possession and to use of same which was to be used only for unit owners on the premises..

15. Since 1992 the actions of LaClede Gas in effect further and created the means for defendant Lewis and Clark 195 LLC , and its personnel , to wrongfully convert and wrongfully take property including natural gas for 9953 Lewis and Clark without proper consent or payment to the unit owners and fraudulently conceal same from the unit owners, with LaClede a participant who took steps to furthers the goal of the civil conspiracy directed to the unit owners to defraud and conceal from them the fact they were being billed for the utilities for the shopping center.

16 Even in or about June 2014 Collier. A.M.C.I, Leigh, Lewis and Clark 195 LLC sought to obtain a permit and beginning construction on their own water line access and meter even then LaClede despite sent notice and demand, failed and refused to voluntarily make a correction to the bills.

17. It is proper and necessary that this court enter declaratory and other orders relating to the rights of the parties where there is a ripe disputed controversy concerning
a the extent to which under the Declaration there ever was any authority for the condo assn to have been billed for natural gas services for other than the premises at 9953 Lewis and Clark;
b the extent to which the bills were reasonable and thus would be lawfully owed by the unit owners where under the Declaration their duty is only to pay for expenses for 9953 Lewis and Clark;

c the extent to which LaClede Gas acted lawfully and validly in allowing the condo assn account

to be used for gas for 9955 Lewis and Clark shopping center;

d. the extent to which LaClede Gas were placed on record notice by the Declaration and the fact they knew from the words "condo assn" being in the name of the account that the property had been subdivided and the limits of authority were as in the Declaration'

e The extent to which LaClede Gas had a duty to have advised the unit owners that there was no meter for 9955 shopping center and the assn was being billed for the shopping center's natural gas;

f. The extent to which LaClede Gas 's were not reasonable and continue a form of wrongfully obtaining funds under false pretenses under Mo common law especially where it ignored the dispute and continued with the shut off and threatened shut off when it knew of should have known payment was not due from the condo unit owners,'

G The extent to which LaClede Gas gave any proper notice to disconnect where there were no officers on the LCTCA to receive notice .

18. This action is ripe for resolution where with the new utilities being installed, the parties can be put in the position they should have been in where the data and information (especially where since April 2014 with the hot water shut off data) can be obtained on the gas use for the shopping center to go back and adjust or rebill the association and unit owners only for the gas they used and separately bill the shopping center for its own gas use.

19. Plaintiffs have been and are being damaged as a direct and foreseeable results of the foregoing, including the individual plaintiffs have had their investment and quiet enjoyment of their residence, threatened, have suffered garden variety distress being without hot water since April 2014 and have been should be put in the position of

a threat of disconnection and condemnation .The infrastructure of the condo assn of which they own an undivided interest has also been impacted and its useful life likely shortened by the increased volume and use for the shopping center., and by not having funds for other repairs in having to make payment of the shipping center caused utility bills a priority

20. All conditions precedent have been met,with no primary jurisdiction in PSC in that

A It is properly heard with the other counts on which MSD has taken the position it is not subject to PSC jurisdiction and under judicial estoppel principles would be bound by same;

B There is no need to exhaust administrative remedies where there is no need for agency expertise or an administrative record, where this is especially so on the claim here which is based not on tariffs but on a legal interpretation for which a court has expertise on such issues as the limits of authority in the Declaration for the assn to have incurred any debt for 9955 utilities , the extent to which by the recording of the Declaration was on notice of the limits of authority , the extent to which the unit owners can be liable for utility expenses to serve premises outside the property lines of 9953 Lewis and Clark, the common law duties under which LaClede Gas had to duty to disclose the true facts and the extent to which LaClede Gas by its concealment set into motion and participated with the owners and operators of 9955 Lewis and Clark in a civil conspiracy for which it would be liable with them ;

C. Same would be futile where an agency cannot provide complete or adequate relief it cannot address the above legal issues, it cannot construe interpret or declare the duties under the Declaration and cannot go back to 1980 for relief;

D Plaintiffs substantially complied by submitting an internal complaint and placed the utility and PSC on notice of the need to take action, and where the procedures do not meet Art 1

section 10 , and Ch 506.

E Defendants should be judicially estopped from asserting same where they were first to violate and breach the rules of the same agency.

21. It is proper and necessary that there be declaratory and equitable relief declaring the above and finding unit owners are not liable, that there is no proper authority for the assn to have incurred a debt for natural gas service for 9955 Lewis and Clark that it cannot be a lien on the property and that the unit owners have a right to continued gas utility service ; equitable relief in the form of requiring LaClede Gas to turn the hot water back on , and to cease and desist from demands unit owners and/or assn as pass through pay MSD for gas services for 9955 Lewis and Clark ; that LaClede Gas return the payments to the condo assn that they paid for the shopping center's gas services; LaClede Gas make unit owners whole; that Lewis and Clark 195 LLC and its operators (Collier, Leigh, Foster and AMCI) be found and declared to be liable for the sewer service for 9955 shopping center and a complete accounting from same be ordered with them jointly liable for the damages to Plaintiffs to put them and the other unit owners in the position they should be in but for their actions in seeking to use or take the sewer service rights of the condo assn and the fraud in having the association and in turn the unit owners made liable for utility services for the shopping center. through same cause money and property of the unit owners to be wrongfully obtained by :LaClede Gas and the shopping center.

22. It is also proper and necessary that a person equivalent of a receiver be appointed to oversee same for the Plaintiffs, and otherwise see the roles that would be otherwise filled by a Board or property manager are filled.

23. There is no adequate remedy at law and Plaintiffs and the other unit owners and the

association will suffer immediate and irreparable harm if an injunction and restraining order is not entered ordering the gas for hot water be turned back on, staying or prohibiting any shut off, ordering the appointment of the equivalent of receiver and requiring a complete accounting, adjustments, and such orders as above are not provided where any claimed prejudice or harm or prejudice to LaCledé Gas is outweighed by the harm to the residents of the Tower that include families, elderly and disabled .

24. It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration which limits what expenses can be incurred to those for the Tower's own common elements and all enforcement actions as directed to conduct such as here by , Leigh and A.M.C.I. Inc constitute willful misfeasance, fraud, and were intentional, outrageous and willful, knowingly done with the intention to use positions as Board member and property manager for self interest cause harm and reflect a willful, wanton and malicious failure to comply with the Condominium Acts as applicable to them herein.

Wherefore Plaintiffs prays this court enter its judgement to undo,stay or enjoin any shut off by LaCledé Gas, for declaratory and equitable relief finding and declaring the current gas bill is not due, that the billing and inclusion of the gas for the shopping center on the condominium association bill was not lawful, proper and should not have been permitted , finding and declaring that since 1980 LaCledé Gas was on notice there was no lawful authority under common law and the Declaration to have demanded payment from 9953 Lewis and Clark

unit owners and its assn for gas for the 9955 Lewis and Clark shopping center and thus for the gas bill as sent in effect mistakenly, improperly and fraudulently billed the condominium association for services and utilities that should have been billed to the separately owned shopping center and thus as a result LAClede Gas in effect mistakenly, improperly and fraudulently billed the condominium association for gas utility services that should have been billed to the shopping center, that it needs to make Plaintiffs, the condominium association and the other unit owners whole with LaClede Gas to refund , credit adjust the bill to the condominium association and unit owners, bill the shopping center at 9955 Lewis and Clark(as owned by Lewis and Clark 195 LLC for what it should have been billed for the gas bill , even if it needs to estimate same; that Leigh, Foster and A.M.C.I. Inc be required to account for amounts they received for payment of the gas bill; that a receiver or other person to be appointed for the association; that Plaintiffs be paid 9% /annum interest in addition to any amounts to place them in the position they should have been in; that defendants compensate Plaintiffs for their damages in a fair and reasonable amounts, that a lien be placed on the property at 9955 Lewis and Clark for all amounts due; Plaintiffs be reimbursed their reasonable fees , costs and such other relief as proper.

Count 11

Declaratory and equitable relief et al involving Ameren Corp for having billed Lewis and Clark Tower condominium at 9953 Lewis and Clark for electrical utility services to shopping center at 9955 Lewis and Clark

As and for Count 11 Barney Bennett, Janice Shands and George Goldman and LCTCA against defendants Ameren Corporation, Lewis and Clark 195 LLC, Collier, Leigh, Foster and AMCI and Clark, Stephanie White, Steve Purcell dba Canaan Properties LLC, SNB Investing Inc MWG Contractors LLC. Worldwide Properties LLC. Chancellor Turner, Free The People House Of Prayer, Andre White, Roy Coggins, Annie Coggins, Robert Weast, Nationwide Construction & Dev Group LLC, Loure Boling, heirs of, Pamela G Milster, Terri D Taylor, Donte P Lewis, Fawn Perryman Trustee, Loure E Boling, Mary Love, Ayana R Sample, Tramere Johnson, Ima Jean Wuest aka Ima Weast, Charles Reid, Philip McIntosh, Mary E Fox, heirs of Jerry W Davis, Charles Hawkins, Christopher A Pezzimenti, Philip M Meeks, Matt Hawkins, heirs of Olga Hanning, Larry Ellis, Hardin Realty LLC Charles Reid and Devon Anderson III state as follows;

1. Plaintiffs reallege allegations 1 to 13, 15- 22 of Count 1.

2. Individual Plaintiffs Bennett, Shands and Goldman have standing where they are and will be personally

impacted, where they reside in the building and own an undivided common interest in all assets and rights of the condominium, including the rights to electrical utility service (including for heating and cooling and lighting and elevator use), where their property as an owner could be impacted as a lien, where they rely on same for their own use and where as a unit owner they are the real party in interest with any bills to the association in turn expected to be paid by the unit owners.

3. At all times pertinent Plaintiffs are informed and believe defendant Union Electric dba Ameren Corporation ("Ameren") is and has been a Missouri, entity with its principal place of business in the City of St Louis, Mo where it is in the business of selling and billing for

electrical utility services .

4. Plaintiffs are informed and believes that since the Lewis and Clark Tower was built in the 1960s Ameren provided electrical utility services including as used to run heating fans, cooling, for lighting common areas, for exterior lighting and to power the elevator for the units at 9953 Lewis and Clark and the shopping center premises at 9955 Lewis and Clark through one meter and line for what was then an apartment building and shopping center.

5. Plaintiffs are further informed and believe that while Ameren t has been on notice since 1980 when the premises at 9953 Lewis and Clark came under different ownership,were subdivided with the apartment building turned into a condominium , Ameren still sent a combined bill for the shopping center and the condo in the name of the condominium association for the unit owners in turn to pay the bills.

6 At all times pertinent, Ameren knew or should have known such an arrangement was not reasonable was and in violation of the basic duties to see gas services are properly bill only to those who owe for same

7 At all times pertinent Ameren further knew or should have known that as in the recorded Declaration and Ch 448 there was no legal authority for the association to incur debts for the unit owners for services beyond the property lines of 9953 Lewis and Clark, and no authority to sell, convey or otherwise transfer property rights of the condominium unit owners or otherwise use their credit for others.

8. Despite the duties owed and the fact there were sub meters as apparently connected to LCTCA line and charged on the LCTCA bill as believed ordered by Collier, Leigh. AMCI and Lewis and Clark 195 LLC to in turn bill their tenants.Plaintiffs are informed and believe Ameren

nevertheless proceeded to bill the condominium association and the unit owners for the electrical services for the shopping center .

9 Plaintiffs are informed and believes Ameren continued to bill the condominium association for the electric services to the shopping center even where it knew or should have known that there was no independent property manager, , when knew or should have known the unit owners did not know they were being billed for the shopping center and concealed and failed to disclose that the association was being billed for the utilities to the shopping center.

10. Ameren s further continued to bill the Lewis and Clark Tower Condominium Association and threatened shut off, and actually shut off the building including the individual unit account electricity (although paid) and shut off the Sprint power on September 18, 2014 and has stated an intent to do so again, with no further notices, even where its counsel knew of the lawsuit, the dispute and fact there was a receiver named.

11. The actions of Ameren in billing the unit owners for the shopping center was especially outrageous where it was none the shopping center has used the LCTA account.

12 There is a ripe controversy on the extent to which Ameren could ever have lawfully have set up such an account in 1980 wherein the assn was billed for the shopping center's service and use , on the extent to the it exceeded the limits of lawful authority in the Declaration which limits the debts and expenses to those for 9953 Lewis and Clark and where the actions of Ameren show bad faith and a reflect a reckless.and negligence breach of the duties owed to the unit owners at 9953 Lewis and Clark..

13 Defendant Ameren should be further found and declared to be reckless, negligent and outrageous where it engaged in a form of fraudulent concealment and wrongly obtain funds

under false pretenses by intimidating the unit owners into paying on a bill Ameren knew was not owed from the unit owners with false demands to shut off and actually, shut off the service and threatened to completely shut off all services due to the condominium association not paying the bill it did not owe, where it was known it was likely the shopping center that caused much if not most of the use going back to 1980..

14 At all times pertinent since 1980, the utility line access, rights to electrical service, credit standing and right to set up an account and meter access was an asset of the Lewis and Clark Tower owned by all unit owners to which only the unit owners had a lawful right of possession and to use of same which was to be used only for unit owners on the premises..

15. Since 1995 the actions of Ameren in effect further and created the means for defendant Lewis and Clark 195 LLC, and its personnel, to wrongfully convert and wrongfully take property including electrical service billed to 9953 Lewis and Clark without proper consent or payment to the unit owners and fraudulently conceal same from the unit owners, with Ameren a participant who took steps to further the goal of the civil conspiracy directed to the unit owners to defraud and conceal from them the fact they were being billed for the utilities for the shopping center.

16 Even in or about June 2014 when Collier. A.M.C.I, Leigh, Lewis and Clark 195 LLC sought to obtain a permit and openly began construction on their own utilities despite notice and demand, Ameren failed and refused to voluntarily make a correction to the bills.

17. It is proper and necessary that this court enter declaratory and other orders relating to the rights of the parties where there is a ripe disputed controversy concerning

a the extent to which under the Declaration there ever was any authority for the condo assn to

have been billed for electrical services for other than the premises at 9953 Lewis and Clark;

b the extent to which the bills were reasonable and thus would be lawfully owed by the unit owners where under the Declaration their duty is only to pay for expenses for 9953 Lewis and Clark;

c the extent to which Ameren acted lawfully and validly in allowing the condo assn account to be used for electrical services for 9955 Lewis and Clark shopping center;

d. the extent to which Ameren was placed on record notice by the Declaration and the fact they knew from the words "condo assn" being in the name of the account that the property had been subdivided and the limits of authority were as in the Declaration'

e The extent to which Ameren had a duty to have advised the unit owners that there was no meter for 9955 shopping center and the assn was being billed for the shopping center's electricity;

f. The extent to which Ameren was not reasonable and its action continue a form of wrongfully obtaining funds under false pretenses under Mo common law especially where it ignored the dispute and continued with the shut off and/or threatened shut off when it knew of should have known payment was not due from the condo unit owners.

18. This action is ripe for resolution where with the new utilities being installed, the parties can be put in the position they should have been in where the data and information for the shopping center to go back and adjust or rebill the association and unit owners only for the gas they used and separately bill the shopping center for its utility use.

19. Plaintiffs have been and are being damaged as a direct and foreseeable results of the foregoing, including the individual plaintiffs have had their investment and quiet enjoyment of

their residence, threatened, have suffered garden variety distress have been should be put in the position of a threat of disconnection and condemnation .The infrastructure of the condo assn of which they own an undivided interest has also been impacted and its useful life likely shortened by the increased volume and use for the shopping center., and by not having funds for other repairs in having to make payment of the shopping center caused utility bills a priority

20. All conditions precedent have been met, with no primary jurisdiction in PSC in that

A It is properly heard with the other counts on which MSD has taken the position it is not subject to PSC jurisdiction and under judicial estoppel principles would be bound by same;

B There is no need to exhaust administrative remedies where there is no need for agency expertise or a record, where this is especially so on the claim here which is based not on tariffs but on a legal interpretation for which a court has expertise on such issues as the limits of authority in the Declaration for the assn to have incurred any debt for 9955 utilities , the extent to which by the recording of the Declaration was on notice of the limits of authority , the extent to which the unit owners can be liable for utility expenses to serve premises outside the property lines of 9953 Lewis and Clark, the common law duties under which Ameren s had a duty to disclose the true facts and the extent to which Ameren by its concealment set into motion and participated with the owners and operators of 9955 Lewis and Clark in a civil conspiracy for which it would be liable with them ;

C. Same would be futile where an agency cannot provide complete or adequate relief it cannot address the above legal issues, it cannot construe interpret or declare the duties under the Declaration and cannot go back to 1980 for relief;

D Plaintiffs substantially complied by submitting an internal complaint and placed the utility

and PSC on notice of the need to take action with the rules of PSC not allowing due process or t meeting art 10 section 1 and 5th amendment of ch 506 ,.

E Defendants should be judicially estopped from asserting same where they were first to violate and breach the rules of the same agency.

21. It is proper and necessary that there be declaratory and equitable relief declaring the above and finding unit owners are not liable, that there as not proper authority for the assn to have incurred a debt for electricity for 9955 Lewis and Clark that it cannot be lien on the property and that the unit owners have a right to continued utility service ; equitable relief in the form of requiring Ameren , and to cease and desist from demands unit owners and/or assn as pass through pay MSD for electricity for 9955 Lewis and Clark ; that Ameren return the payments to the condo assn that they paid for the shopping center's electricity services; Ameren make unit owners whole; that Lewis and Clark 195 LLC and its operators (Collier, Leigh, Foster and AMCI) be found and declared to be liable for the electricity service for 9955 shopping center and a complete accounting from same be ordered with them jointly liable for the damages to Plaintiffs to put them in the position they should be in but for their actions in seeking to use or take the utility service rights of the condo assn and the fraud in having the association and in turn the unit owners made liable for utility services for the shopping center. through same cause money and property of the unit owners to be wrongfully obtained by Ameren and the shopping center.

22. It is also proper and necessary that a person equivalent of a receiver be appointed to oversee same for the Plaintiffs, and otherwise see the roles that would be otherwise filled by a Board or property manager are filled.

23. There is no adequate remedy at law and Plaintiffs and the other unit owners and the association will suffer immediate and irreparable harm if an injunction and restraining order is not entered staying or prohibiting any shut off, ordering the appointment of the equivalent of receiver and requiring a complete accounting, adjustments, and such orders as above are not provided where any claimed prejudice or harm or prejudice to Ameren is outweighed by the harm to the residents of the Tower that include families, elderly and disabled .

24. It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration which limits what expenses can be incurred to those for the Tower's own common elements and all enforcement actions as directed to conduct such as here by , Leigh and A.M.C.I. Inc constitute willful misfeasance, fraud, and were intentional, outrageous and willful, knowingly done with the intention to use positions as Board member and property manager for self interest cause harm and reflect a willful, wanton and malicious failure to comply with the Condominium Acts as applicable to them herein.

Wherefore Plaintiffs prays this court enter its judgement to undo, stay or enjoin any shut off by Ameren , for declaratory and equitable relief finding and declaring the current bill is not due, that the billing and inclusion of the electrical for the shopping center on the condominium association bill was not lawful, proper and should not have been permitted , finding and declaring that since 1980 Ameren was on notice there was no lawful authority under common law and the Declaration to have demanded payment from 9953 Lewis and Clark

unit owners and its assn for electrical service for the 9955 Lewis and Clark shopping center and thus for the electric bill as sent in effect mistakenly, improperly and fraudulently billed the condominium association for services and utilities that should have been billed to the separately owned shopping center and thus as a result Ameren in effect mistakenly, improperly and fraudulently billed the condominium association for utility services that should have been billed to the shopping center, that it needs to make Plaintiffs, the condominium association and the other unit owners whole with Ameren to refund , credit adjust the bill to the condominium association and unit owners, bill the shopping center at 9955 Lewis and Clark(as owned by Lewis and Clark 195 LLC for what it should have been billed for the bill , even if it needs to estimate same; that Leigh, Foster and A.M.C.I. Inc be required to account for amounts they received for payment of the Ameren bill; that a receiver or other person to be appointed for the association; that Plaintiffs be paid 9% /annum interest in addition to any amounts to place them in the position they should have been in; that defendants compensate Plaintiffs for their damages in a fair and reasonable amounts, that a lien be placed on the property at 9955 Lewis and Clark for all amounts due; Plaintiffs be reimbursed their reasonable fees , costs and such other relief as proper.

Count 12

Claim against Stacy Clark and SNB Investing LLC and MWG Contractors LLC for physical damage to building

Comes now Plaintiffs and for Count 14 and states as follows:

1 Plaintiffs reallege counts 1 to 13 of Count 1.

2. This count is properly joined with the other counts where there are common issues of law and fact and it concerns the Lewis and Clark Tower Condominium and the real property at 9953 Lewis and Clark, Moline Acres, Mo.

3 At all times pertinent Stacy Clark has used SNB Investing LLC as his alter ego, including have filed documents in this actions in a judicial admission referring to themselves as personally operating the LLC as a pro se, making decisions as if not a separate entity and is believed to have ignored the legal requirements for an LLC.

4 At all times pertinent, Plaintiffs are informed and believe that Clark and SNB Investing Inc and MWG Contractors LLC s have acted jointly with a combined purpose to further a civil conspiracy to fracture the real ownership of the building and through leases and other actions sought to cause damage and harm to the building including

A They were involved in a flooding situation in January 2014 to unit 209, and unit 105, failed and refused to have repairs and instead allowed the water to sit for days with the mold, and bacteria to fester and then even once he received an insurance check for repairs failed and refused to take steps for repairing or cleaning same;

B. They were involved in instances where on other units on the second floor owned by SNB which are not to be used for residential purposes, Plaintiffs are informed and believe moved persons into the second floor units as residences and caused damage from there including hitting the balcony railing as if to intentionally cause chunks of concrete to fall on persons below;

C They have been involved as owners on their own or through various family members and.or as leasing agents where they would be responsible for the tenant damage which included tenants who have set fire to the lobby damaging the walls and carpet in August 2014; have removed or

damaged the trashroom door; have removed the fire exit signs; broke the locks on the firestairs; urinated on the stairs; have broken into other units; have damaged the second elevator (setting off fireworks in the elevator burning holes in the floor and carpet) ; and after the elevator was repaired in August 2014 Plaintiffs are informed and believed participated in overloading the elevator propping it open where even where it was just fixed caused it to malfunction for a while; the tenants have poked at the exterior where chunks of concrete that had been patched or repaired are falling out exposing the rebar that is then starting to rust.

5 LCTCA has standing where it is the governance for the assn and the individual Plaintiffs having standing where they are and will be personally impacted, where they reside in the building and own an undivided common interest in all assets and rights of the condominium, including a right to see the Declaration is followed and where same is to enforce the Declaration which make it clear the unit owners are responsible for damages by their tenants

6 At all times pertinent, as in the Declaration the unit owner is to be responsible and liable for damages their tenants or actions.

7 At all times said defendants owed a duty to use reasonable care .

8 Said defendants breached the duties owed with all conditions precedent met.

9 As a direct result of same Plaintiffs have been damaged,

10 It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration

Wherefore Plaintiffs pray judgment aforesaid against Clark, SNB Investing LLC; and MWG Contractors for the damages herein and for the amounts due personally from them, for fees, costs and such other relief as proper.

Count 13

Claim against Gloria Hardin Hardin Realty LLC for physical damage to building and interior of Plaintiff Bennett and Shands' unit

Comes now Plaintiffs and for Count 15 and states as follows:

1 Plaintiffs reallege counts 1 to 13.

2 At all times pertinent Gloria Hardin has been an adult resident of St Louis County, MO who has owned and operated Hardin Realty LLC as her alter ego making decisions as if not a separate entity and claimed to be the owner of same to qualify as a Board officer of LCTCA. and At all times Hardin and/or Hardin Realty LLC has been the owner of unit 901.

3. This count is properly joined with the other counts where there are common issues of law and fact and it concerns the Lewis and Clark Tower Condominium and the real property at 9953 Lewis and Clark, Moline Acres, Mo.

4 At all times pertinent per the Declaration and bylaws (Ex 1) , the unit owner is and has been responsible for negligent or willful damage by its tenants with the Declaration terms to be a part of any lease.

5 .At all times pertinent per the Declaration and Bylaws (EX 1) Hardin Realty LLC and Hardin owed a duty to see any tenant did not damage the common owned areas.

6. At all times pertinent per the Declaration including at p 18 Hardin and Hardin Realty owed

a legal duty to see the tenant in 901 did not occupy the unit in a manner to not disturb others.

7. Since in or about 2013, the tenant in Hardin's unit 901 has willfully or negligently caused damage and has taken action to disturb the unit owners in 801 including:

A . Sweeping waste water onto the hall way carpet and towards the elevator resulting in large stains to the hall carpet and likely damage to the elevator;

B. Allowing her children or visitors to run into the balcony rails with bikes and scooters;

C Allowing her children or visitors to ride bikes and scooters inside the unit on wood floors,with no carpet yelling and disturbing the other residents ;

D Allowing there to be a water or other leak, such as from allowing such debris or dirt to be in the unit that it gets into the ac /register clogging the drip pan and then failing to report or allow reports for same.

8. The actions have caused damage to the common areas and the other units with Plaintiffs having full authority to enforce the Declaration and Ch 448 to enforce the rights therein which make it clear the unit owners are responsible for damages by their tenants

9 At all times said Defendants owed a duty to use reasonable care and see the terms of the Declaration were included in the lease which and enforced including not to cause harm to the premises and not disturb others ..

10Said defendants breached the duties owed with all conditions precedent met.

11 Despite demand, Defendants have failed to take appropriate corrective action

12As a direct result of same Plaintiffs have been damaged,

13 It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration.

Wherefore Plaintiffs pray judgment aforesaid against Hardin and Hardin Realty for the damages herein , for fees, costs and such other relief as proper.

Count 14 property damage and disturbance from 3rd floor tenants

Claim against Steve Purcell dba Canaan Properties LLC

Comes now Plaintiffs and for Count 14 and states as follows:

1 Plaintiffs reallege counts 1 to 13.

2 This count is properly joined with the other counts where there are common issues of law and fact and it concerns the Lewis and Clark Tower Condominium and the real property at 9953 Lewis and Clark, Moline Acres, Mo.

3At all times pertinent Steve Purcell has operated Canaan Properties LLC as his alter ego and has owned units in the Lewis and Clark Tower building including the 3rd floor, where Canaan Properties is still shown as the owner of record.

4 At all times pertinent per the Declaration and bylaws (Ex 1) , the unit owner is and has been responsible for negligent or willful damage by its tenants with the Declaration terms to be

a part of any lease .

5. Per the Declaration and Bylaws (EX 1) Purcell owed a duty to see his tenant did not damage the common owned areas .

6. At all times pertinent per the Declaration including at p 18 Purcell owed a legal duty to see the tenant in 901 did not occupy the unit in a manner to not disturb other residents.

7. Since in or about 2014, Purcell moved in or allowed various tenants to the 3rd floor of the Lewis and Clark Tower without an occupancy permit on what was designated a commercial floor.

8. The tenants allowed by Purcell to occupy the 3rd floor have willfully or negligently caused damage and has taken action to disturb the other residents including:

A . Hitting the balcony railings with rods or sticks to cause concrete chunks to fall where can injure persons;

B Yelling, fighting, and being loud and disturbing of other residents ;

C Engaging in conduct that contributed to damage to the building and reduced the property values:

D Failing to otherwise comply with the bylaws and Declaration as to use including ruining the common area carpet with ground in dirt and spills on what had been new carpeting in the hall..

9. Plaintiffs have full authority to bring this action to enforce the declaration and Ch 448 to

enforce the rights therein which make it clear even the individual plaintiffs as unit owners are responsible for damages by their tenants and duty bound to see the duties in the Declaration is included in a lease.

10. At all times said Defendant owed a duty to use reasonable care .

11 Said defendant breached the duties owed with all conditions precedent met.

12 Despite demand, Defendants have failed to take appropriate corrective action

13As a direct result of same Plaintiffs have been damaged,

14 It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration.

Wherefore Plaintiffs pray judgment aforesaid against Purcell for the damages herein , for fees, costs and such other relief as proper.

Count 15

Claim against Verneda Carnes for failure to pay rent and unlawful occupation of unit owned by LCTCA

Comes now Plaintiffs and for Count 15 and states as follows:

1 Plaintiffs reallege counts 1 to 13 .

2 This count is properly joined with the other counts where there are common issues of law and fact and it concerns the Lewis and Clark Tower Condominium and the real property at 9953 Lewis and Clark, Moline Acres, Mo.

3 At all times pertinent Plaintiffs are informed and believe Verneda Carnes is and has been an adult resident of St Louis County, Missouri residing in unit 512 of the Lewis and Clark Tower at 9953 Lewis and Clark, Moline Acres, Mo where , the owner of unit 512 of Lewis and Clark Tower at 9953 Lewis and Clark Moline Acres, Mo has been the Lewis and Clark Tower Condominium Assn with the real party in interest are the unit owners such as Plaintiffs .

4 Plaintiffs are informed and believe since January 2014 Defendant Carnes has resided in unit 512 on which the agreed monthly rent was \$400/mo for said unit to pay same to LCTCA at the City and Village office .

5 Plaintiffs are informed and believe in the records of the assn, from City and Village show that Carnes failed to pay the rent, and owes the sum of \$515, as of May 2014, and owes four added months plus late fees of \$20.mo and interest, with a total due of \$2195 plus 9% annum interest.

6. Despite demand , Defendant Carnes has failed to pay the rent with all conditions precedent met.

7 Plaintiffs have authority to bring this action with the individual Plaintiffs having standing as residents and as unit owners including per the Declaration and Ch 448 to enforce the rights therein.

8 It is proper and necessary under equity and otherwise that Plaintiffs who have had to incur expenses including for costs , expenses and legal fees under equity should also be reimbursed for their reasonable fees and expenses, where the efforts to dispute same were ignored and where same has been required to enforce the rights in the Declaration and/or per the lease.

Wherefore Plaintiffs pray judgment aforesaid against Verneda Carnes for the sum of \$2195 plus costs and fees and such other relief as proper.

Count 16 Breach of duty against Hardin as de facto Trustee

Comes now Plaintiffs and for Count 18 against Gloria Hardin and state as follows

1 Plaintiffs reallege 1 to 22 of count 1 and allegations 2 of Count 16.

2 This count is properly joined with the other counts where there are common issues of law and fact and it concerns the Lewis and Clark Tower Condominium and the real property at 9953 Lewis and Clark, Moline Acres, Mo.

3 At all times it has been a violation for the Declaration and the Act enforceable by a unit owner for a Board Officer property manager to fail to follow the Declaration, the Act and misuse the position for own gain or to favor one owner over others .

4 At all times pertinent, Plaintiffs are informed and believe Gloria Hardin from in or about March 2013 to May 2014 acted as de facto Board officer and trustee thereby assuming the duty to meet the duties for same.

5 Hardin breached the duties to Plaintiffs as unit owners including

A Failing to see the unit owners were kept informed and instead sought to keep information from them including where CPM had suggested the unit owners be advised that the shopping center was getting its water and /or other utilities from the Tower and thus the 9953 unit owners, failed to see the shopping center provide its sub meter data, and pay at least 50% of the water and other bills;

B While knowing of the 2009 agreement (EX 9) to assign the cell phone tower income existed , failed and refused to provide the information to the unit owners;

C. Allowed the Tower's unit 512 to be occupied by Verneda Carnes without a proper lease with a security deposit or full compliance with the Declaration and without consent of the unit owners;

D Allowed the shopping center at 9955 Lewis and Clark to use the Tower's refuse containers, even increasing the Tower's costs and pickups to 3x week to accommodate the refuse from the shopping center;

E. Failed to see to the filing of reports such as tax returns or other filings and failed to see to a proper ledger sheet, or maintain documentation of claimed expenses or see the financial records were kept in sufficient detail and instead approved payments even relating to the lien on her own unit ;

F. Failed to see to a proper vote and election or replacement of officers in turn sought to appoint Stephanie White in violation of the Declaration that mandates same only be by election with votes by unit owners;

G Participated in allowing a \$ 18,000 payment to MWG and/or Mabel Willis and purported acceptance of a lien from someone else as payment towards the MWG assessment;

H. Failed to see to the collection of the assessments from Board member Clark's own SNB Investing LLC and other unit owners ;

I While she was there when CPM did hire a law firm to sue Canaan Properties , she allowed same without reviewing the bills, ;

J Failed to see insurance proceeds were correctly applied especially as needed to prevent mold;

K. Failed to see to repairs or regular payment on utility bills;

L .Failed to see proper meeting records were maintained,

M Failed to allow access to records and in fact when access was requested allowing CPM to engage in mendacity and even claiming as did not have access to the checking or other bank accounts and/or records;

N. Failed to demand an accounting from Leigh, Foster and Lewis and Clark 195 LLC on the utilities, prior operation and the purported 2009 sale of the cell phone income;

O Allowed Clark to move ill suited tenants into the building who engaged in violence., drugs and damage to the building breaching the covenant that it was to be operated as a first class development and placing the resident unit owners at risk even without city inspections .

P Failed to address the issues with Foster, Leigh and A.M.C.I. and their actions. as herein on

the purported secret loans, the utilities for the shopping center and the cell phone income

6 All conditions precedent have been met.

7 As a direct result of the above, Plaintiffs have been damaged with the individual Plaintiffs suffering a loss of their investment. loss of the quiet enjoyment , been denied the rights in the Declaration and Act to a proper property ,manager and records , have garden variety distress, been without utilities and are at risk of having to move at a moment's notice upon a power shut off, and the Assn with the loss funds and ability to reasonably obtain insurance and borrow funds,

. 8 The actions of Hardin are acts of willful misfeasance, gross negligence and fraud .

9 The actions of Hardin were intentional willful, outrageous with the intention to cause harm in breach of the ethics of his position and in breach of a position of trust such that it is proper punitive damages be awarded to punish and deter it and others from like conduct.

10 There is no adequate remedy at law and instead it is proper under equity areceiver or other person be appointed to go back and locate and obtain the records that should have been kept and punitive damages be awarded to punish and deter CPM and others from like conduct.

Wherefore Plaintiffs pray judgment enter in a fair and reasonable amount against Gloria Hardin for their damages to put Plaintiffs and LCTCA in the position they should have been in, and compensate them for their damages, fees, costs, expenses

Respectfully submitted

By___/s/

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A copy was sent to counsel of record (Callis, Harry., Spoeneman, Davis, Wulff, Sanner, Hentz, Gianino) on 9/24/2014

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