

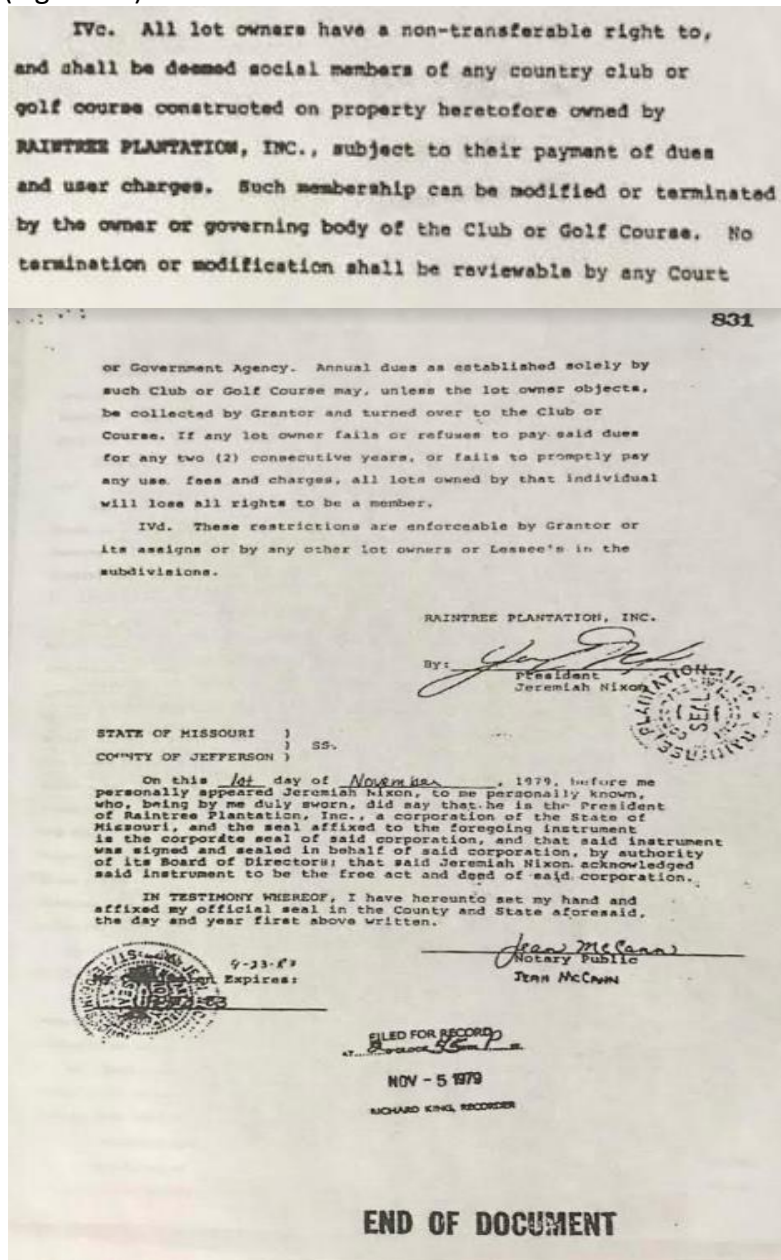
Raintree Community Timeline

Re: Issues Between Country Club and Raintree POA

1979

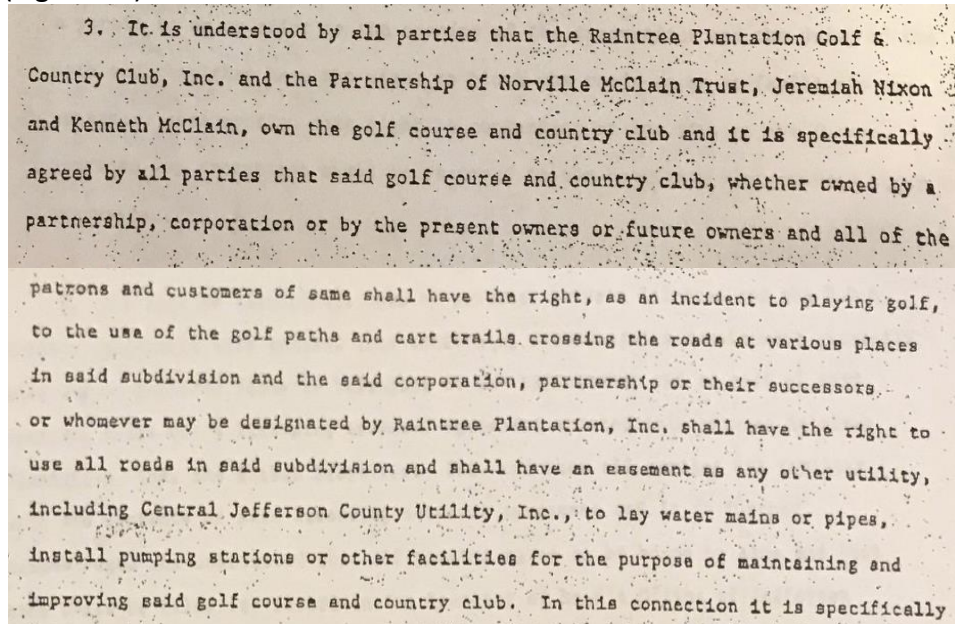
Raintree Plantation was developed by Jeremiah Nixon, Norville McClain, Sr. and Kenneth McClain, Raintree Plantation Inc. RPI establishes sections 1- 3 and the development breaks ground. Section 4C of the Covenants and Restrictions covering lots in Raintree Plantation is also established along with entire covenants and restrictions prior to any lot being sold and prior to construction of country club and golf course. (See figure *1).

(Figure *1):



1985 Developer, Raintree Plantation, Inc (RPI) and Raintree Plantation Golf and Country Club, Inc. enter into a contract with the POA, establishing rights and easements, including rights of the country club, and any future owner, to use roads, lay water pipes, install pumping stations, use of common ground and water from the lake for golf course, etc. (See figure *2).

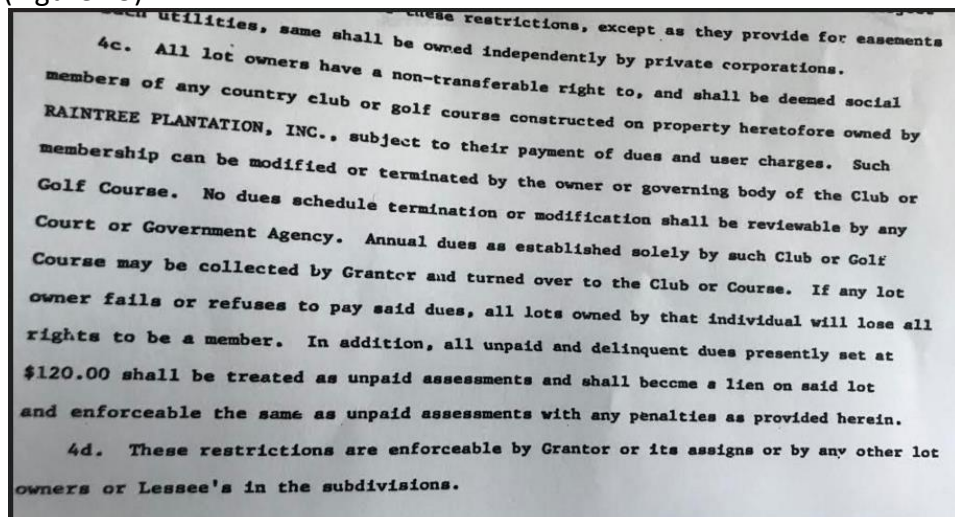
(Figure *2):



3. It is understood by all parties that the Raintree Plantation Golf & Country Club, Inc. and the Partnership of Norville McClain Trust, Jeremiah Nixon and Kenneth McClain, own the golf course and country club and it is specifically agreed by all parties that said golf course and country club, whether owned by a partnership, corporation or by the present owners or future owners and all of the patrons and customers of same shall have the right, as an incident to playing golf, to the use of the golf paths and cart trails crossing the roads at various places in said subdivision and the said corporation, partnership or their successors or whomever may be designated by Raintree Plantation, Inc. shall have the right to use all roads in said subdivision and shall have an easement as any other utility, including Central Jefferson County Utility, Inc., to lay water mains or pipes, install pumping stations or other facilities for the purpose of maintaining and improving said golf course and country club. In this connection it is specifically

1987 Prior to adding sections 20-25, section 4(c) of the amended covenants was modified by the developer, RPI—to add the ability of country club owner to file non-judicial liens on lots of unpaid club dues. Annual Club dues were \$120. (See figure *3).

(Figure *3):

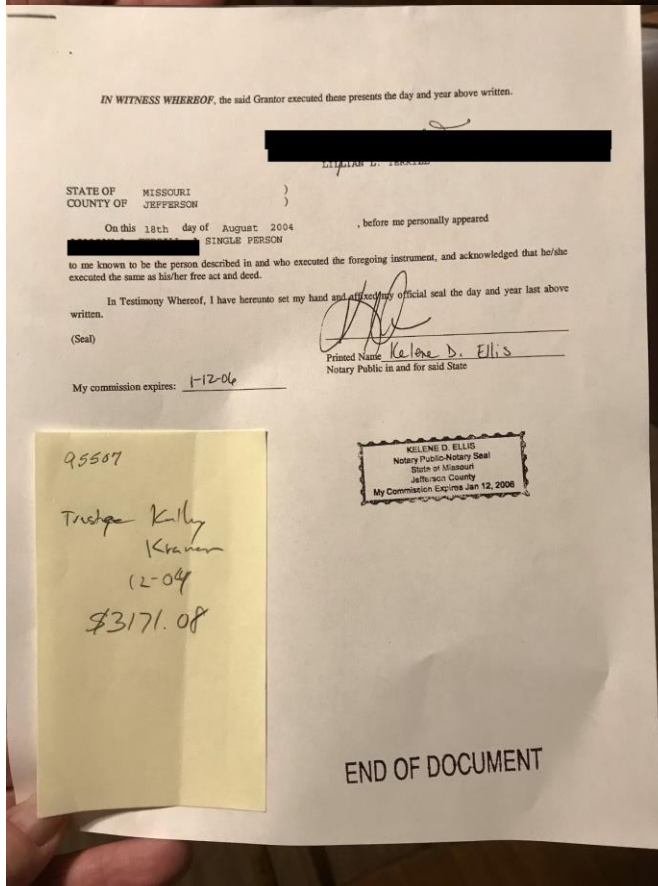
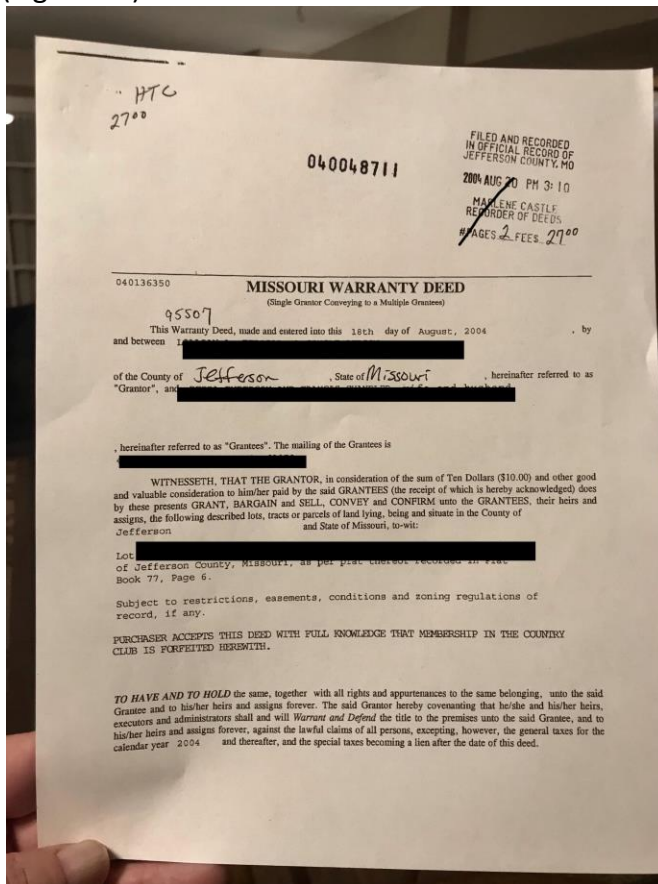


4c. All lot owners have a non-transferable right to, and shall be deemed social members of any country club or golf course constructed on property heretofore owned by RAINTREE PLANTATION, INC., subject to their payment of dues and user charges. Such membership can be modified or terminated by the owner or governing body of the Club or Golf Course. No dues schedule termination or modification shall be reviewable by any Court or Government Agency. Annual dues as established solely by such Club or Golf Course may be collected by Grantor and turned over to the Club or Course. If any lot owner fails or refuses to pay said dues, all lots owned by that individual will lose all rights to be a member. In addition, all unpaid and delinquent dues presently set at \$120.00 shall be treated as unpaid assessments and shall become a lien on said lot and enforceable the same as unpaid assessments with any penalties as provided herein.

4d. These restrictions are enforceable by Grantor or its assigns or by any other lot owners or Lessee's in the subdivisions.

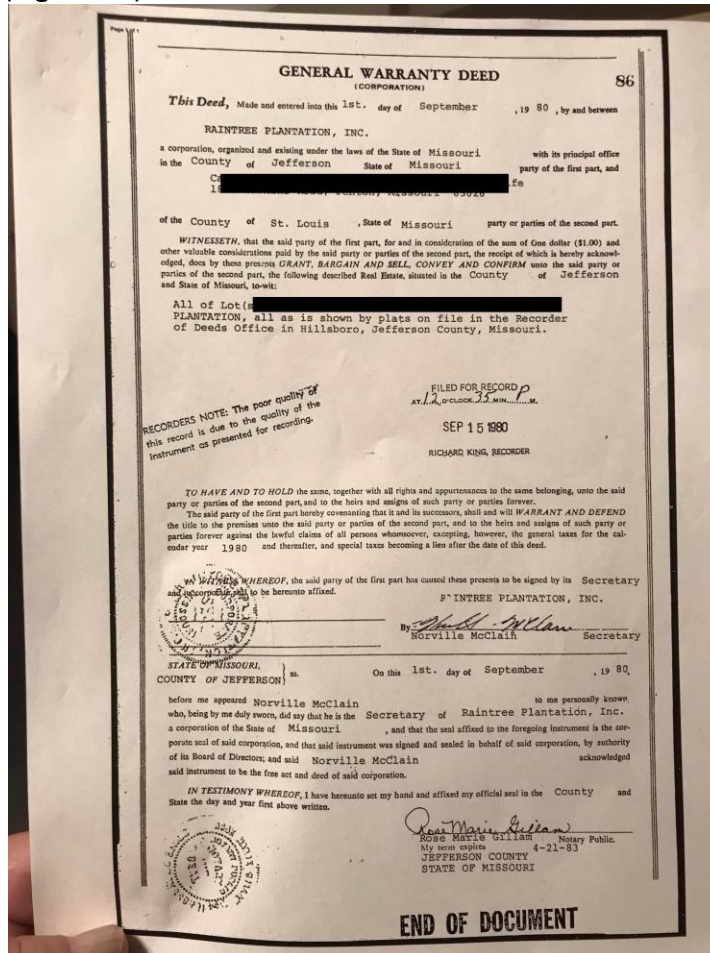
1987-2011 Some lots in Sections 1-19 are sold with outstanding club dues balances. Deeds are signed, with purchaser accepting “full knowledge” of their forfeiture of club membership as a restatement of fact regarding the outstanding club balance. This is interpreted as an exemption from section 4(c). The deed states “subject to restrictions, easements, conditions and zoning regulations.” (See figure *4).

(Figure *4):



There is no mention of or reference to any exemption of any section of the Raintree covenants, including Section 4(c) anywhere on the original deed, signed by the original developer in 1980. (See figure *5).

(Figure *5):



Other residents claimed their club membership with Raintree Plantation Country Club extended beyond ten years or more. Subsequent owners were under no obligation to accept decades old club membership as valid. (See figure *6).

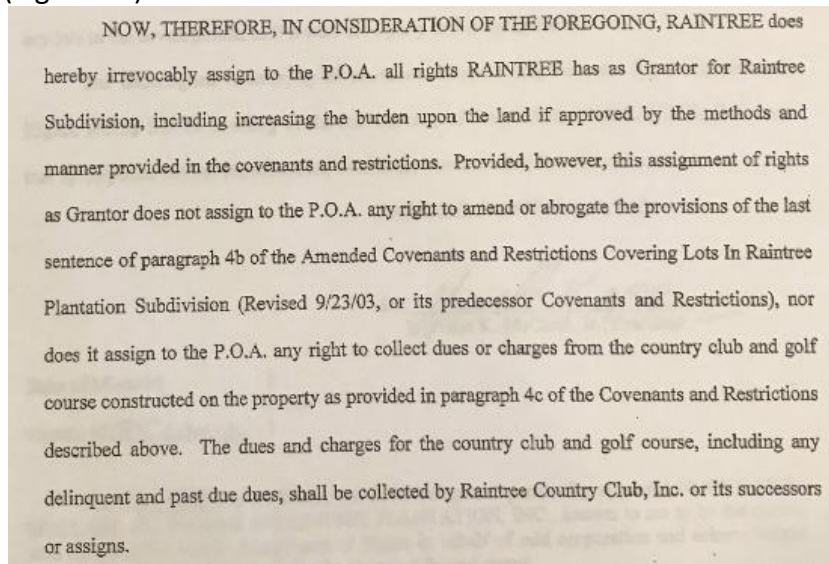
(Figure *6):



Also, through this time period, thorough research had been conducted by members of the POA board of directors to determine the validity of a POA purchase of the country club. Attempts to have voters approve such a purchase failed.

2003 RPI (developer) assigns all rights for the development to Raintree Plantation POA (POA). This assignment continues to protect aspects of the country club, such as water rights, easements, etc. and specifically protects the last sentences of section of 4(b) of the POA covenants, and reaffirms the country club's right to collect dues per 4(c). (See figure *7).

(Figure *7):



NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, RAINTREE does hereby irrevocably assign to the P.O.A. all rights RAINTREE has as Grantor for Raintree Subdivision, including increasing the burden upon the land if approved by the methods and manner provided in the covenants and restrictions. Provided, however, this assignment of rights as Grantor does not assign to the P.O.A. any right to amend or abrogate the provisions of the last sentence of paragraph 4b of the Amended Covenants and Restrictions Covering Lots In Raintree Plantation Subdivision (Revised 9/23/03, or its predecessor Covenants and Restrictions), nor does it assign to the P.O.A. any right to collect dues or charges from the country club and golf course constructed on the property as provided in paragraph 4c of the Covenants and Restrictions described above. The dues and charges for the country club and golf course, including any delinquent and past due dues, shall be collected by Raintree Country Club, Inc. or its successors or assigns.

Norville McClain, Sr., one of the original RPI developers, suffers heart attack and passes away May 11.

1987-2011 The owners of RPI own country club as a separate entity, Raintree Plantation Golf & Country Club, Inc. That entity was passed on to Kremer Restaurant Enterprises, LLC.

2008-2012 Residents of sections 20-25 file a class action against the country club. The suit charges that club dues should not be mandatory for a "private business." The Judgment was made and affirmed on appeal, in which each word in section 4(c) is thoroughly examined: "If membership in the country club and corresponding payment of dues were indeed voluntary and terminable or modifiable at the will of the lot owner as the plaintiffs argue, no reason whatsoever would have existed to include Paragraph 4c in the Amended Covenants and Restrictions." (See figure *8 and *9).

(Figure *8):

...narily, in this case, application of the word "owner" modifies both the word "owner" and the phrase "governing body." That being the case, it is not the lot owner or property owner who has a right to modify or terminate the membership, but the owner of the club or golf course that has that right.

This reading of Paragraph 4c is bolstered by the fact that, except for this sentence in Paragraph 4c, the word "owner" throughout the Amended Covenants and Restrictions is in every instance modified in some fashion by words such as "lot owner," "property owner," or derivations thereof. In Paragraph 4c itself, the first sentence refers to "All lot owners," and later in Paragraph 4c a reference is made to "any lot owner." If it was intended that "owner" referred to the lot owners or owners of property, a modification would have been made as it is made throughout the Amended Covenants and Restrictions.

While the language of Paragraph 4c is clear on its face, that language also implements the intent of the original developers and the Raintree Plantation Property Owner's Association, Inc. as shown by their Contract. Further, if the lot owner had an unqualified right to modify or terminate its obligations to pay assessments under Paragraph 4c, the assessment would be merely voluntary. It cannot reasonably be found from the language of the Agreement between the original developer and the Raintree Plantation Property Owner's Association, Inc. that a voluntary assessment was intended. Additionally, enforcement of the assessment levied in Paragraph 4c is necessary in equity to preserve the property values in Raintree Plantation Subdivision.

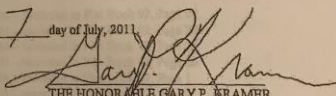
JUDGMENT

IT IS THEREFORE THE JUDGMENT AND ORDER of this Court as follows:

(Figure *9):

1. The language of Paragraph 4c of the Amended Covenants and Restrictions as recorded in Book 372 at Page 1068 at the records of the Recorder of Deeds of Jefferson County, Missouri is not ambiguous and does not need interpretation by this Court.
2. Plaintiffs Class Members, and their successors and assigns, as the owners of lots in Sections 20 – 25 of Raintree Plantation Subdivision, as shown by the records of the Recorder of Deeds of Jefferson County, Missouri, are social members of the club and have a mandatory obligation under the language of Paragraph 4c to pay the assessments levied by the club or golf course.
3. Plaintiffs Class Members, and their successors and assigns, as the owners of lots in Sections 20 – 25 of Raintree Plantation Subdivision as shown by the records of the Recorder of Deeds of Jefferson County, Missouri, have no right to modify or terminate such membership or the obligation to pay the assessments required by Paragraph 4c of the Amended Covenants and Restrictions. Such memberships and the obligations to pay the assessments required by Paragraph 4c can only be modified or terminated by Defendant, or Defendant's successors or assigns.
4. By consent of the parties, Defendant Michael Kremer is dismissed from this action, with prejudice, and Kremer Restaurant Enterprises, LLC is substituted as Defendant.
5. The costs of this action, including all costs of notification of the Class Members and all publication costs, are taxed against Plaintiffs.
6. A copy of this Judgment shall be recorded with the Recorder of Deeds of Jefferson County, Missouri.

Judgment is so entered this 7 day of July, 2011.


THE HONORABLE GARY P. KRAMER
CIRCUIT JUDGE, DIVISION TWO

2011-12

FSCB takes over the deed, and eventually replaces Kremer Restaurant Enterprises, LLC as defendant in class action suit. Country Club is closed and grounds go to seed and property values plunge nearly 30% below surrounding real estate market. In part due to condition of golf greens and in part due to downturn in economy. FSCB hadn't collected all club dues during the pending class action litigation. Upon that ruling, dues that were past due were demanded from lot owners in the class action, including lots owned by the POA. (See figure *10).

(Figure *10):

Recorded Home Sales in Raintree Plantation							
	Prior Ownership		Closed	Current Ownership			
	June 2009 - May 2010	June 2010 - May 2011	June 2011 - May 2012	June 2012 - May 2013	June 2013 - May 2014	June 2014 - May 2015	June 2015 - 9/3/15
Total Homes Sold							
No of total homes sold	29	23	35	47	48	41	16
Avg price per sq ft	\$ 99.29	\$ 101.12	\$ 83.44	\$ 99.37	\$ 97.52	\$ 108.85	\$ 98.99
Avg Sale Price	\$ 176,585	\$ 195,456	\$ 148,085	\$ 191,097	\$ 189,079	\$ 214,876	\$ 225,623
Distressed Sales							
# of homes sold	10	8	19	10	14	4	2
Avg price per sq ft	\$ 96.42	\$ 85.36	\$ 76.74	\$ 84.73	\$ 79.00	\$ 75.63	\$ 66.74
Avg Sale Price	\$ 147,150	\$ 138,723	\$ 128,072	\$ 144,448	\$ 134,410	\$ 126,500	\$ 79,031
Residential Sales							
# of homes sold	19	15	16	37	34	37	14
Avg price per sq ft	\$ 101.31	\$ 110.57	\$ 94.60	\$ 103.64	\$ 106.44	\$ 113.96	\$ 104.85
Avg Sale Price	\$ 192,078	\$ 225,713	\$ 171,850	\$ 204,814	\$ 211,590	\$ 224,430	\$ 251,136
% of difference of home value (year to year)		14.9%	-31.3%	16.1%	3.2%	5.7%	10.6%

Recorded Home Sales outside of Raintree Plantation (in Hillsboro School District)							
	June 2009 - May 2010	June 2010 - May 2011	June 2011 - May 2012	June 2012 - May 2013	June 2013 - May 2014	June 2014 - May 2015	June 2015 - 9/3/15
	Total Homes Sold						
No of total homes sold	219	176	195	211	185	256	84
Avg price per sq ft	\$ 96.60	\$ 82.87	\$ 78.40	\$ 86.37	\$ 83.89	\$ 96.39	\$ 102.30
Avg Sale Price	\$ 143,062	\$ 126,556	\$ 120,020	\$ 130,903	\$ 133,556	\$ 153,231	\$ 165,507
Distressed Sales							
# of homes sold	48	72	85	77	62	47	14
Avg price per sq ft	\$ 69.48	\$ 64.09	\$ 57.77	\$ 63.33	\$ 55.87	\$ 64.28	\$ 73.49
Avg Sale Price	\$ 107,761	\$ 83,515	\$ 80,943	\$ 85,503	\$ 75,154	\$ 84,672	\$ 133,168
Residential Sales							
# of homes sold	171	104	110	134	123	209	70
Avg price per sq ft	\$ 104.14	\$ 97.74	\$ 95.46	\$ 101.34	\$ 100.64	\$ 104.46	\$ 108.99
Avg Sale Price	\$ 152,764	\$ 156,353	\$ 150,216	\$ 156,991	\$ 162,995	\$ 168,648	\$ 172,655
% of difference of home value (year to year)		2.3%	-4.1%	4.3%	3.7%	3.4%	2.3%

Data Source: 

2012

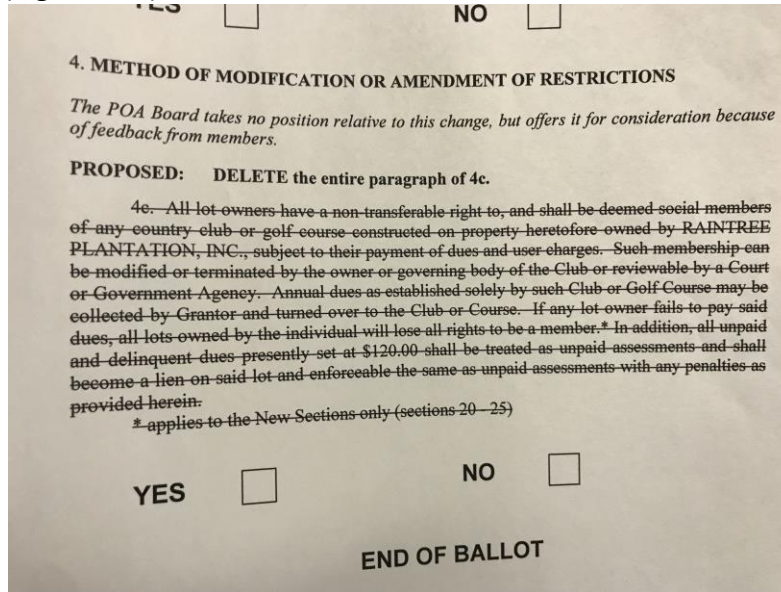
DKAAT Properties, LLC purchase the country Club in May 2012, establishing it. As a successor to RCC, Jefferson County Raintree Country Club (JCRCC) is assigned the right to collect the mandatory annual dues, referenced in section 4(c) of the Amended Restrictions, by DKAAT in an Assignment executed on May 30, 2012.

JCRCC remodels the building and pool, adds fitness center, restaurant and bar. Annual Club dues were \$195, and invoices were sent out to all lot owners, per section 4(c).

2013

In 2013, the RPOA (consisting of lot owners in Plats 1-25 and RTF) vote to eliminate section 4(c) of the Amended Covenants and Restrictions. (See figure *11).

(Figure *11):



Immediately following that vote, DKAAT and JCRCC filed suit seeking an injunction to set aside the vote and a declaratory judgment that require all lot owners in sections 1-25 and RTF, to pay dues per section 4(c). POA attorney argues that the judges 2012 ruling on the class action against the country club, prohibited sections 20-25 from amending section 4(c) in any way.

On or about December 4, 2013, FSCB, as the previous owner of the golf course and country club, sue the POA for back dues owed as a result of the POA owning six lots in Sections 20-25. Annual Club dues were \$225.

2014

On October 27, 2014, the Jefferson County Circuit Court entered a Preliminary Judgment—with consent of both parties—that the 2013 lawsuit finding that the owners in Sections 1-19 and RTF could vote to terminate their obligation to pay 4(c) dues, but lot owners in Sections 20-25 could not. The 2013 lawsuit was not a class action. The 2013 Judgment was not appealed. Since the court's ruling in the 2013 lawsuit, the obligation to pay 4(c) dues has been mandatory for lot owners in Sections 20-25 but not for lot owners in sections 1-19 and RTF. The POA spends over \$400,000 of assessments. (See figure *12 and *13).

(Figure *12):

STATE OF MISSOURI)
) SS.
COUNTY OF JEFFERSON)

IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT
OF MISSOURI AT HILLSBORO, JEFFERSON COUNTY, MISSOURI

JEFFERSON COUNTY RAINTREE)
COUNTRY CLUB, LLC. AND DKAAT)
PROPERTIES, LLC.,)

Plaintiffs,)

vs.)

RAINTREE PLANTATION PROPERTY)
OWNERS ASSOCIATION, INC.)

Defendant.)

Case No. 13JE-CC00841

Special Judge Sitting
STANLEY D. WILLIAMS

JUDGMENT

The Partial Summary Judgment as entered by the Court on October 22, 2014, shall be deemed final in all respects except that a sentence in the third full paragraph on page 3 of said Judgment is corrected to read, "The 2011 Judgment was affirmed on appeal."

In conformity with the earlier Partial Summary Judgment, the Court finds that the language of 4c of the 1987 Covenants and Restrictions, recorded at Bk 372 Pages 1064-1067, as set out below only applies to Sections 20-25 of Raintree Plantation Subdivision and has no applicability to Sections 1-19 and Raintree Forest and further, that the Raintree Plantation Property Owners Association shall be forever prohibited from amending, deleting or modifying in any way the below language.

All lot owners have a non-transferable right to, and shall be deemed social members of any country club or golf course constructed on property heretofore owned by RAINTREE PLANTATION, INC., subject to their payment of dues and user charges. Such membership can be modified or terminated by the owner or governing body of the Club or Golf Course. No dues schedule termination or modification shall be reviewable by any Court or Government Agency. Annual dues as established solely by such Club or Golf Course may be collected by

FILED
OCT 27 2014
COURT CLERK
JEFFERSON COUNTY
MISSOURI

(Figure *13):

Grantor and turned over to the Club or Course. If any lot owner fails or refuses to pay said dues, all lots owned by that individual will lose all rights to be a member. In addition, all unpaid and delinquent dues presently set at \$120.00 shall be treated as unpaid assessments and shall become a lien on said lot and enforceable the same as unpaid assessments with any penalties as provided herein.

The parties further agree that as part of the Judgment sixty (60) days from the date of the entry of the Judgment, the injunctions as entered against both Plaintiffs and Defendant shall be dissolved and the bonds as posted by the respective parties returned to them.

This judgment disposes of all claims of all parties.

Each party to bear its own costs and attorney fees.

Forty days from the date of this Judgment the Clerk shall record this Judgment at the Recorder of Deeds Office for Jefferson County.

ROBERTS, WOOTEN & ZIMMER, L.L.C.

Attorneys At Law

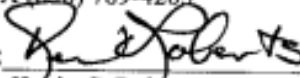
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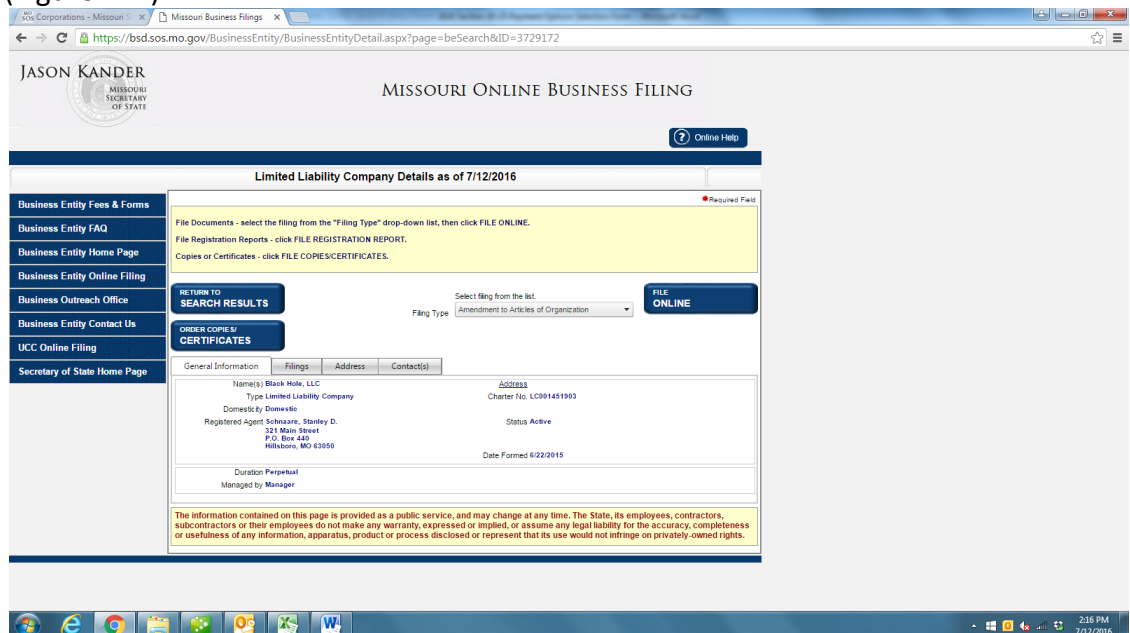
(636)789-3355

On December 9, 2014, the POA had a closed board meeting in which the FSCB Lawsuit was discussed and the board voted to settle the FSCB Lawsuit for \$17,000. Based on the meeting minutes, immediately thereafter the Board had a discussion “on future liability of lots owned in sections 20-25. Motion made to create ‘holding’ company LLC and transfer title into the ownership of this new LLC. Motion passed.”

2015

On or about June 18, 2015, prior to the next annual assessment of mandatory club dues, the POA transferred all the lots it still owned in Raintree Plantation to Black Hole, LLC. The transfer occurred by means of a Special Warranty Deed executed on June 18, 2015 and filed with the Jefferson County Recorder of Deeds office on July 10, 2015. Annual Club dues were \$525. (See figure *14).

(Figure *14):



On September 29, a group of Raintree property owners, called “Home and Property Owners for a United Raintree” (United Raintree/Country Club) proposed a contract and ballot for a vote, delivered 268 signatures along with a check for \$2,500 to the POA office, Board Treasurer and to Board President. There were two Ballot proposals: Ballot #1 increased the 2016 annual assessment from \$205 to \$445 per lot and from \$365 to \$605 per lot for residents. (See figure *15).

(Figure *15):

BALLOT ITEM #1

COVENANTS and RESTRICTIONS

Pursuant to By-Laws, a special meeting had been demanded by 250 members of the Raintree Property Owners Association asking for approval of the following amendment to the covenants that relate to an increase of \$240.00 in the annual assessments. Further, the credit for a Boundary Line Adjustment would be increased. The proposed changed paragraph would read as follows with the new language in bold underline print and deletions shown as strikethrough:

3. RIGHTS AND POWERS.

3f. The Raintree Plantation Property Owners Association, Inc. on July 1, 2001 and annually thereafter, shall have the right to assess the owner of each lot such sum as it shall deem proper. The funds raised by said assessments shall be used for the improvement, betterment, upkeep and maintenance of the development, including the amenities, lakes, dams, roads, park or other properties which are of use to the property owners in Raintree Subdivision. Said fund can also be used for the purchase of property, both real estate and personal, the payment of salaries and fees, and purchasing of any sort of materials, services, or any other item that the trustees may deem useful for the development known as Raintree Plantation. No assessment on any lot in excess of

~~\$295.00~~ **\$445.00 for 2016 assessments** per year per platted lot in Sections One through 25, ~~and~~

~~(\$365.00~~ **\$605.00 for 2016 assessments** per year per platted lot for residents) ~~in Sections One through 25, and~~

~~\$300.00~~ **\$540.00 for 2016 assessments** per year per platted lot ~~in Raintree Forest, and~~

~~(\$475.00~~ **\$715.00 for 2016 assessments** per year per platted lot for residents) ~~in Raintree Forest, and~~

condominium owners shall pay ~~\$192.50~~ **\$222.50 for 2016 assessments** per unit;

shall be made unless it shall be approved by a majority vote of the lot owners voting as hereinafter set forth in said assessment, and provided further that the assessment as levied each year shall be and become a lien without a filing or suit or legal procedure to establish said lien on said lot if not paid within thirty (30) days after July 1, of the year in which the assessment is made.

Beginning in 2017 and each year thereafter, each of the annual assessment amounts shall increase annually at a rate equal to the Cost of Living Adjustment as published by the U.S. Social Security Administration for the previous year, then rounded to the nearest dollar.

Nothing contained in this section shall be construed as eliminating the right of the lot owners, by a majority vote as set out in these documents, to change the assessment amounts or formula in the future.

In the event that a lot owner has two or more adjacent lots and is granted a "Boundary Line Adjustment" by Jefferson County government, effectively combining the original lots into an adjusted lot, and upon submission of the governmental approval to the Raintree Plantation Property Owners Association, Inc. business office, the owner shall be entitled to a single reduction of ~~\$95.00~~ **\$335.00 in 2016, and each succeeding year thereafter** of the assessment of one of those lots with the remaining originally platted lots being assessed as set out in these restrictions.

Said assessment may be collected by suit, and by enforcing a special lien on said property. All delinquent assessments shall accrue a penalty of 1% per month compounded annually, which penalty may be collected and enforced the same as assessment. All delinquent assessments referred to a collection agency or attorney for collection, shall in addition to interest, have added to the outstanding balance, all costs of collection (either percentage or otherwise), attorney fees and costs of litigation, which may likewise be collected and enforced the same as provided herein.

Ballot #2 was a contract between the POA and Country Club that would provide full club membership with use of the pool, fitness center, and unlimited golf for \$240 annually to be paid from the increased assessment. (See figure *16).

(Figure *16):

BALLOT ITEM #2

Pursuant to By-Laws, a special meeting has been demanded by 250 members of the Raintree Property Owners Association asking for approval of the following directive.

DIRECTIVE

Raintree Property Owners Association members direct the Board of Directors to enter into the contract listed below between Raintree Property Owners Association and Jefferson County Raintree Country Club LLC/DKAAT Properties LLC. Contract is to be executed by each party within 48 hours of this directive being approved by members of the Raintree Property Owners Association at this special meeting.

CONTRACT

This contract is entered into this _____ of _____, 2015 between Raintree Plantation Property Owners Association Inc. (POA) and Jefferson County Raintree Country Club LLC (RCC) operator and DKAAT Properties LLC (DKAAT) owner and shall bind all parties and their heirs, successors and assigns.

This contract shall be effective, if and only if, an assessment increase of \$240.00 is approved by a majority of property owners of the POA voting as specified by Section 4 of the Raintree Plantation Amended Covenants and Restrictions designated as Ballot Item #1. If said assessment increase fails then this agreement shall be null and void.

POA acknowledges and affirms that it enters into this agreement with the authority granted to the POA in Section 3f of the Amended Covenants and Restrictions covering lots in Raintree Plantation Subdivision as filed for the record in the Recorder's Office of Jefferson County Missouri, and that this agreement is binding on the POA and its members.

The term of this agreement shall be for a term of 20 years. The agreement shall automatically be extended by the parties at the end of the term unless both parties elect to reject such extension.

RCC agrees to provide Social Membership as defined below to all Raintree Plantation property owners in good standing on an annual basis. Annual Social Membership period will run from July 1st to June 30th of the following year.

Social Membership benefits include unlimited golf, free access to pool and fitness center and 10% discount on regularly priced products offered by RCC. Restrictions and definitions as stated in this agreement apply.

For RCC Membership purposes, a Raintree Plantation Property owner is defined as the legally recorded lot owner, their spouse and legal dependents under the age of 21.

"In Good Standing" is defined as Raintree Plantation property owners that are current with all Raintree POA assessments.

Effective with the next membership year following the effective date of this contract, the POA agrees to pay \$240.00 per lot to RCC for each lot within Raintree Plantation that has made payment to POA of that lot's annual assessment. This payment to RCC shall be made within 30 days of the POA's receipt of each lot's annual assessment. The payment amount includes applicable sales tax. POA shall remit all monies due to RCC on a monthly basis and furnish with such payment a listing of which lots and owners have paid the previous 30 days. The \$240 payment per lot shall be made annually and after the initial year the amount of payment due to RCC from POA shall be adjusted annually for a cost of living (COLA) based upon that COLA, if any, published by the Social Security Administration the previous year, not to exceed 2% each year.

The POA President stated the signatures were being reviewed to make sure they were valid and in good standing and this may take 3 to 4 weeks or longer.

On October 8, United Raintree/Country Club is informed by the POA that the cost of the special election would be \$6000, which United Raintree/Country Club paid on October 10.

On October 13, POA denies the application for a special election claiming it would violate the terms of the 2014 order.

On October 15, POA files suit against Jefferson County Raintree Country Club, citing the "threat" of lawsuits from residents if the POA allowed the special election to go on, and that property owners in Sections 20-25 cannot vote in the special election, and their names should be stricken from the petition, therefore, the petition would not have the required number of signatures. (See figure *17).

(Figure *17):

13JE-CC00841.

45. Plaintiffs position is that lot owners in Sections 20-25 cannot vote to amend, delete, or modify any covenant or restriction that relates to Paragraph 4c, the mandatory membership to the country club, or the mandatory dues to be paid to the country club.
46. Plaintiffs do not believe that lot owners in Sections 20-25 can sign Defendant TUCKER's Petition to request the special election. Therefore, Defendant does not have the requisite number of petition signers to proceed with the special election pursuant to the RPOA's By-Laws.

On November 23, 2015, Court Order denies POA request to stop the election, and orders that the POA provide voter information and to immediately refund the \$6000 deposit. (See figure *18).

(Figure *18):

Court denies Plaintiff's request for a preliminary injunction.

5. The Court orders that the election shall be conducted by the Defendant David Tucker at a time and place to be determined by the Defendant.

6. The Court orders that the Plaintiff furnish to the Defendant within ten (10) days of this hearing, a list of the names and addresses of all members eligible to vote.

7. The Court orders that the election shall be conducted pursuant to the bylaws with three (3) separately colored ballots and Defendant shall share the proposed ballot with Plaintiff's counsel prior to the election.

8. The Court orders that the election be conducted at the Defendant's expense, subject to further rulings of the court, not later than the week of December 28, 2015, and that the Plaintiff should immediately refund to the Defendant the Six Thousand Dollar (\$6,000.00) deposit previously paid by the Defendant.

This matter is set for status conference on January 5, 2016.

SO ORDERED:

Dated: _____

LISA PAGE, Judge
Division No. 5
Jefferson County, Missouri

The vote is conducted in mid December. It is one of the largest voter turnouts in Raintree history. Some members of the POA board, both past and present, engaged in misinformation campaigns, and openly encourage voters to “put the country club out of business” by voting NO. The proposals are defeated, and the restaurant closes. However, golf course and pro shop remain open. (See figure *19):

(Figure *19):

2015 Special Election Information

Special Election Results December 2015

Ballot Item #1	YES	NO
Section 1-19 Voters	154	442
Section 20-25 Voters	186	60
Both Section Voters	6	9
Total	346	511

Ballot Item #2	YES	NO
Section 1-19 Voters	143	450
Section 20-25 Voters	194	50
Both Section Voters	6	9
Total	343	509

2016

On March 2nd, 2016 POA continues the 2015 injunction case for a “declaratory judgment” declaring at board meetings that it is not a lawsuit, despite naming Jefferson County Raintree Country Club as defendant, and seeking recovery of legal fees from said defendant. The case is referred and passes through several judges throughout the year.

Black Hole, LLC refuses to pay club dues on at least twelve lots located in Sections 20-25. Annual Club dues rise to \$831. (Se figure *20).

(Figure *20):

Year	Account/Parcel Number	Name	Site Address	Mailing Address
2016	12-8.0-33.0-2-001-069.	BLACK HOLE LLC,	10200 BELEW CREEK DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-8.0-33.0-2-001-074.	BLACK HOLE LLC,	10200 BELEW CREEK DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-8.0-33.0-2-001-093.	BLACK HOLE LLC,	10200 BELEW CREEK DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-8.0-33.0-2-005-133.	BLACK HOLE LLC,	10297 TIMBER HILL DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-8.0-33.0-2-007-169.	BLACK HOLE LLC,	5148 WATERS EDGE DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-8.0-33.0-2-013-316.	BLACK HOLE LLC,	10314 TURKEY TRAIL DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-8.0-33.0-3-002-208.	BLACK HOLE LLC,		5998 STATE RD B HILLSBORO MO 63050
2016	12-9.0-32.0-1-008-106.	BLACK HOLE LLC,	10209 LAKE RIDGE DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-9.0-32.0-1-008-144.	BLACK HOLE LLC,	10137 WATERFORD DR HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-9.0-32.0-4-001-048.	BLACK HOLE LLC,		5998 STATE RD B HILLSBORO MO 63050
2016	12-9.0-32.0-4-001-050.	BLACK HOLE LLC,	4 DOVE CT HILLSBORO MO 63050	5998 STATE RD B HILLSBORO MO 63050
2016	12-9.0-32.0-4-003-079.	BLACK HOLE LLC,		5998 STATE RD B HILLSBORO MO 63050

On September 15, 2016, in an effort to help stabilize the Raintree real estate market, Country Club proposes a contract with POA that makes a set price on country club dues and limits the amount it can increase from year to year. It also states that all legally combined lots will only be assessed one club membership dues. While this contract would apply only to sections 20-25, it also contained a voluntary method for all property owners within Raintree to participate and in so doing, created a mechanism for lowering club dues. It is summarily rejected by the POA without any further discussion. (See figures *21 and *22).

(Figure *21):



Jefferson County Raintree Country Club
5925 Plantation Dr
Hillsboro, MO 63050
636-789-4466

September 15, 2016

Raintree Plantation Board of Directors
5998 Highway B
Hillsboro, MO 63050

Dear Board Members,

In an effort to help stabilize the real estate market within Raintree I have voluntarily come up with the following contract (enclosed). The contract simply sets a price on the Country Club dues amount and then limits the amount it can increase from year to year. It also states that all legally adjoined lots will be treated as one for Country Club dues purposes. Golf benefits are also further defined in addition to who the benefits apply to. I have also added within the contract a method that provides the ability to lower the base cost of Country Club membership. In essence it is a voluntary method for all property owners within Raintree to participate in trying to create a more equitable solution.

I am asking that you seriously consider and then approve this contract as soon as possible so the uncertainty that exist regarding future Club prices would be eliminated. Other than countersigning the agreement, the POA is not required to do anything else. Please let me know if you have any questions.

Sincerely,

Dave Tucker
Owner/General Manager
Raintree Country Club
636-789-4466 ext. 13

(Figure *22):

Settlement Proposal

CONTRACT

This contract is entered into this _____ day of _____, 2016 between Raintree Plantation Property Owners Association Inc. (POA) and Jefferson County Raintree Country Club LLC (RCC) operator and DKAAT Properties LLC (DKAAT) owner and shall bind all parties and their heirs, successors and assigns.

This contract shall be effective June 15, 2017 and will apply to "covered" lots within Raintree Plantation Subdivision in perpetuity.

"Covered" lots is defined to include all originally plotted lots within Sections 20 – 25 of Raintree Plantation and any lots within Raintree Forest and Sections 1 - 19 that enter into an agreement with RCC to be bound by Sec. 4(c) of the Raintree Covenants and Restrictions as are applicable to Sections 20 - 25.

Beginning with the annual membership period starting June 15, 2017 the dues, as set by the Country Club will be \$840.00.

Beginning with the annual membership period starting June 15, 2018, and every year thereafter, the dues set by the Country Club can only be increased by an amount not greater than the Cost of Living Adjustment as published by the Social Security Administration for the previous year, rounded to the nearest dollar.

The annual membership period runs from June 15 to June 14 of the following year for each membership period.

All legally adjoined lots (boundary line adjustment) as recorded in Jefferson Country MO will be treated as one lot. Benefits apply to lot owners and their legal dependents under the age of 21.

Social Membership includes free unlimited golf. Play is managed on a tee time basis and must be scheduled with Raintree Country Club. Cart fees are not included.

RCC agrees to reduce the dues amount beginning June 15, 2017 by \$1.00 for every lot within Raintree Plantation outside of Sections 20-25 that enter into an agreement with RCC to voluntarily and permanently be a "covered" lot as previously defined in this agreement. These agreements must be executed prior to April 15, 2017 to affect the June 15, 2017 dues amount and by April 15th of each succeeding year to affect the dues amount for each succeeding year. The annual dues for any year will not be reduced below \$500.00 pursuant to this section.

Example: If 200 separate lots from Sections 1 – 19 and/or Raintree Forest enter into an agreement with RCC to be a "covered" as described above, the annual dues for the 2017/18 membership period would be set at \$640 (\$840 original set point - \$200). This new dues amount is then the basis for the annual dues going forward for all "covered" lots including those lots in Sec. 20-25. Cost of living increases if any, are added to the new base amount.

All parties understand agree that amenities provided are subject to weather and other events outside of the Country Club's control and at certain times not all amenities will be available.

Note: If this agreement is agreed to, it is with the express understanding that all current litigation gets dismissed with prejudice.

On November 23, 2016, judge orders on attorney fees, stemming from the 2015 injunction. It makes clear that "defendant may be entitled to more". (See figure *23).

(Figure *23):

FILED

NOV 23 2016

DIVISION TWO

IN THE CIRCUIT COURT
TWENTY-THIRD JUDICIAL CIRCUIT
HILLSBORO, MO
DIVISION 2

RAINTREE PLANTATION PROPERTY)	
OWNERS ASSOCIATION, INC.)	
Plaintiff)	
v)	15JE-CC00809
)	
DAVID TUCKER, JEFFERSON COUNTY))	
RAINTREE COUNTRY CLUB, LLC)	
And DKAAT PROPERTIES, Inc)	
Defendants)	

ORDER ON MOTION FOR ATTORNEY FEES

CAUSE CALLED on Defendants' Motion for Attorney Fees. Appearances were made by Plaintiff by attorney Anthony Dorsett and by Defendants by attorney Kevin Roberts, together with individual defendant, David Tucker. Arguments were presented, and testimony was offered regarding the amount of attorney's fees in question. The Court has reviewed the relevant pleadings and the partial transcript provided to the court.

Because the issues of this case have not been fully and finally settled, and because the Defendants may ultimately be entitled to more in attorney fees, and plaintiff in this matter is also seeking attorney fees, the Court finds that the best course of action is to wait until the conclusion of the case to decide the issue of attorney fees.

The Motion for Attorney fees is not granted at this time, but will be considered by the Court as part of the final judgment in this case.

IT IS SO ORDERED.


DARRELL MISSEY, Judge

11/23/16
Date

2017

In May, Judge Yates is assigned to hear other counts of POA's petition.

A new petition is filed against the country club by a class action consisting primarily of residents in Sections 20-25. They enter a motion to intervene on behalf of the POA. Their petition, in part, declares "the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because it withheld material facts and included misrepresentations as to the parties subject to the agreement ("all lot owners") and misleading terms ("social"); Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because essential terms of the contract have not been met (elimination of amenities); Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because it has been made available on different terms to Plats 1-19 and RTF as compared to Plats 20-25." (See figure *24).

(Figure *24):

WHEREFORE, Intervenor requests this Court to:

- A. Enjoin Defendants from collecting mandatory dues pending resolution of this matter;
- B. Enter judgment to disgorge any and all mandatory dues collected by RCC and DKAAT from 2012 through the date of the filing of this Petition;
- C. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because it withheld material facts and

8

included misrepresentations as to the parties subject to the agreement (“all lot owners”) and misleading terms (“social”);

- D. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because essential terms of the contract have not been met (elimination of amenities);
- E. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because it has been made available on different terms to Plats 1-19 and RTF as compared to Plats 20-25;
- F. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is unconscionable and unenforceable;

Intervenors Count 2 asks court to declare, consistent with the 2011 Judgment, that all lot owners in Plats 1-25 and RTF have the obligation to pay an equal amount of 4(c) dues to RCC and DKAAT, their successors and assigns. (See figure *25).

(Figure *25):

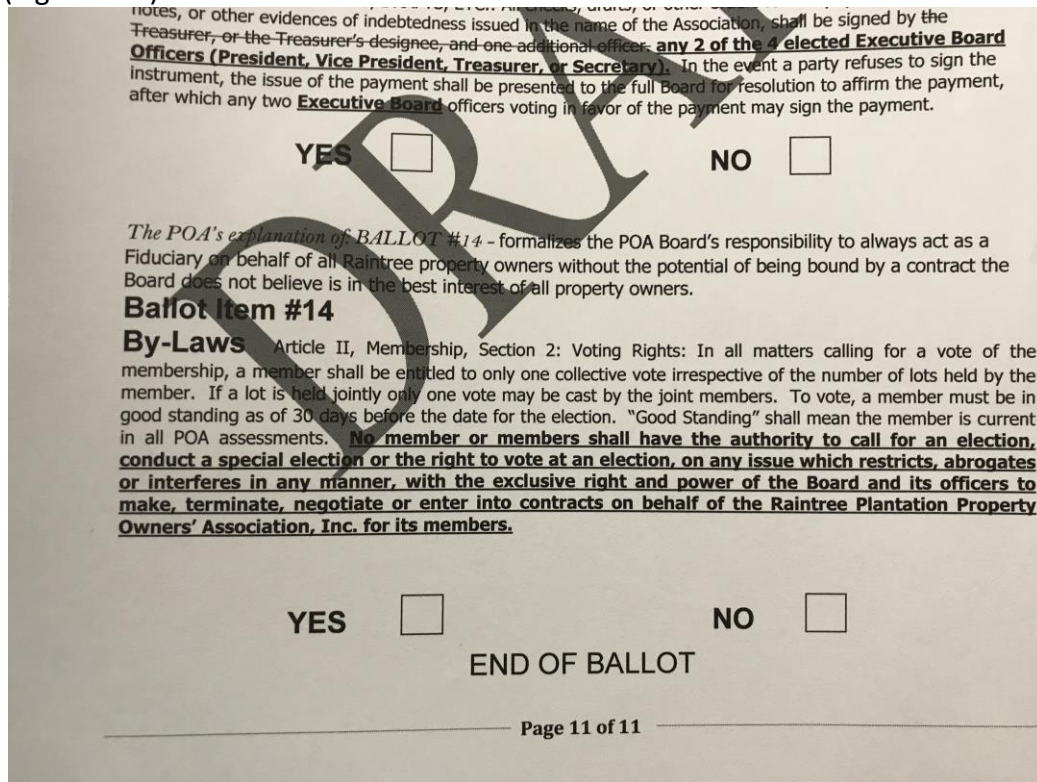
WHEREFORE, Intervenor requests this Court to:

- A. Enter judgment consistent with their prayer for relief in all other counts;
- B. Declare, consistent with the 2011 Judgment, that all lot owners in Plats 1-25 and RTF have the obligation to pay an equal amount of IVc dues to RCC and DKAAT, their successors and assigns;
- C. Declare the 2013 Judgment binding only on RPOA, DKAAT and RCC;
- D. Declare that RCC and DKAAT have breached the obligations to provide amenities to the lot owners of Plats 1-25 and RTF;
- E. Declare that the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable as a result of Defendants' actions;
- F. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because Defendants withheld material facts and included misrepresentations as to the parties subject to the agreement ("all lot owners") and intentionally misleading terms ("social");
- G. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because essential terms of the contract have not been met by the Defendants;
- H. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is voidable because it was not made available on the same terms to all members;
- I. Declare the contract between RCC and DKAAT and its successors and assigns with RPOA members is unconscionable and unenforceable;
- J. Award Intervenor's costs and attorney's fees in maintaining this action; and
- K. Order such other and further relief as the Court deems just and proper.

Throughout the year, POA attempts to modify their petition against the country club. The first attempt is to declare votes cast by property owners in sections 20-25 null and void, and to strike their signatures from the petition signing process to get a proposal on the 2015 ballot. Striking those 135 names would leave the petition without the required number of signatures.

The second attempt was to declare that no property owner in Raintree could "force" the POA to enter into a contract with a third party. In that same time period, POA makes a ballot proposal for the 2017 annual election, stating a change to the by-laws, mirroring the language in the amended petition. (See figure *26). The ballot proposal failed in September 2017.

(Figure *26):



The POA board dismisses POA attorney, and a new attorney is assigned to represent the POA.

Black Hole refuses to pay annual club dues for 2017 on at least twelve lots. Annual club dues are \$831.

2018

POA, under direction of new attorney, file the First Amended Petition against the country club. The petition asks the courts, among other things, to (a) set aside the judgment entered October 27, 2014 in Case No. 13JE-CC00841 on the grounds that the judgment is inequitable in its enforcement, which has "worked an extrinsic fraud on the Court," and for an Order awarding Plaintiff all reasonable costs and attorneys' fees be paid by Defendants Tucker, DKAAT and/or JCRCC. (See figure *27).

(Figure *27):

WHEREFORE Plaintiff respectfully prays for the Judgment of this Court pursuant to Rule 74.06 of the Missouri Supreme Court Rules setting aside the judgment entered October 27, 2014 in Case No. 13JE-CC00841 on the grounds that the judgment is inequitable in its enforcement, for an Order awarding Plaintiff all reasonable costs and attorneys' fees be paid by Defendants Tucker, DKAAT and/or JCRCC, and for any such other and further relief as the Court may deem just and proper under the circumstances.

Count 2 of the Amended Petition declares the "extrinsic fraud on the Court" is based on the idea that the Court was misled as to the effect of the 2011 Judgment, in that the judgment dealt only with lot owners in Sections 20 – 25 acting as a class independent from Plaintiff or the Subdivision as a whole. The 2011 Judgment did not touch the issue of whether the Subdivision in its entirety could modify Paragraph 4c. This, in-turn operates as an extrinsic fraud upon the Court's 2014 Judgment. Ultimately stating that Section 4(c) of the POA Covenants applies to "all lot owners" and all lot owners should've been allowed a vote to strike section 4(c) from the covenants. (See figure *28).

(Figure *28):

WHEREFORE, pleading in the alternative, Plaintiff respectfully requests that the Court enter an Order of Declaratory Judgment affirming as follows: (1) The Plaintiff's board of directors owes a duty to uphold, provide for modification and enforce all matters included in the Covenants and Restrictions, including Paragraph 4c, as well as to protect members' property interests from undue and unreasonable burden, a duty to treat all its members fairly, including the authority to enable all members to vote on articles within the governing Covenant and Restrictions and the a duty to act within the scope of its authority as regulated by Missouri "General Not for Profit Corporation Act" and the decisions of the Court; (2) that all lot owners in Sections 1-25 and Raintree Forest have the right to vote on all matters included in the Covenants and Restrictions; (3) that Plaintiff shall not be forced by a vote of the community to enter into any contract with a specified third-party as it would preclude the board of directors from exercising its fiduciary duty; (4) for an Order awarding Plaintiff all reasonable costs and attorneys' fees be paid by Defendants Tucker, DKAAT and/or JCRCC; and (5) for any such other and further relief as this Court may deem just and proper under the circumstances.

Country Club files collections suit against Black Hole, LLC for failure to pay club dues for 2016 and 2017. (See figure *29).

(Figure *29):



Black Hole refuses to pay annual club dues for 2018. Annual club dues are \$831.

On June 26, Raintree POA President is deposed as manager of Black Hole, LLC. The deposition describes, in honest detail, what may be considered as a fraudulent real estate transfer. (See figure *30).

(Figure *30):

12 Q. I understand the personal injury liability,

13 but that never occurred for the five years prior to

14 the transfer. Has that occurred any time since?

15 A. Not to my knowledge, no.

16 Q. And other than personal injury and the

17 country club dues, any other liabilities that you are

18 specifically trying to avoid?

19 A. Taxes, maintenance.

20 Q. And is it fair to say that all of the lots

21 that Black Hole owns in Raintree, that Black Hole has

22 not paid the taxes on those lots?

23 A. That's correct.

July 2018, Judge Yates requests that the three parties (POA, Country Club, and Intervenor) negotiate a contract, as a way to fix the situation in the subdivision. This is a position the country club held since 2014 and precisely one opposed by POA's legal counsel. On August 26, POA holds a special meeting. POA attorneys inform residents that the only successful remedy, as requested by the judge, was to negotiate a settlement with the country club and a contract that would restore equity in the community, or face more litigation and more legal fees.

In October, contract negotiations begin between the POA and Country Club. Parties later agree to mediation.

2019

On January 2, POA files motion in BHLLC case, to be consolidated with the POA's first amended petition against the country club.

On January 25, all three parties (POA, Country Club, and Intervenor) attend mediation, in which great strides are made in negotiation with the country club. Black Hole is brought up briefly. Country Club refuses to negotiate BHLLC in connection with a contract. BHLLC must be settled separately with country club's collections attorney.

January 30, POA attorney defending BHLLC, again makes another attempt to include BHLLC with contract negotiations. Country club again reiterates its objection to include BHLLC, as they are two separate, unrelated issues, and is being handled by a separate collections attorney who was not included with mediation or negotiations.

In March, Country Club begins second collection suit against BHLLC for failure to pay 2018 club dues.

In April, all three parties (POA, Country Club, and Intervenor) gather again to finalize key provisions of the contract with the country club. Issues still remain concerning precise number of available lots, and other edits to be finalized the following day. POA attorney insists BHLLC settlement be included. Without collections attorney being present, and eager to get an agreement on the contract, Country Club tentatively agrees to a substantially reduced BHLLC settlement.

The following morning, Judge Manasala, hearing BHLLC, denies all affirmative defenses proposed by POA, including motion to consolidate and now prepares for summary judgment against Black Hole. Country Club withdraws their tentative agreement to include Black Hole in the contract settlement. (See figure *31).

(Figure *31):

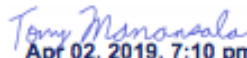
IN THE CIRCUIT COURT OF THE 23RD JUDICIAL CIRCUIT
ASSOCIATE CIRCUIT DIVISION
COUNTY OF JEFFERSON
STATE OF MISSOURI

JEFFERSON COUNTY RAINTREE)
COUNTRY CLUB, LLC.,)
Plaintiff,) Cause No. 18JE-AC00739
v.)
BLACK HOLE, LLC.,) Division No. 12
Defendant.)

ORDER

In the above captioned cause, after review of the pleadings, caselaw, deposition of James McClung, Plaintiff's Exhibits, Defendant's Exhibits, and arguments of counsel, the Court, upon its own initiative per Rule 55.27(e), hereby GRANTS Plaintiff's Motion To Strike Defendant's Affirmative Defenses To Plaintiff's Second Amended Petition.

THEREFORE, Defendant's Affirmative Defenses, efiled on November 8, 2018, specifically: Affirmative Defense 1, Affirmative Defense 2, Affirmative Defense 3, Affirmative Defense 4, Affirmative Defense 5, and Affirmative Defense 6, are hereby stricken in the above-captioned cause.

SO ORDERED: 
Apr 02, 2019, 7:10 pm/12
Antonio (Tony) Manansala
Associate Circuit Judge
Division 12

Subsequently, POA files motion to depose both the country club entity and personally depose the individual owners., and requested the following information in Exhibit A. (See figure *32).

(Figure *32):

EXHIBIT A

1. Copies of all lease agreements between Jefferson County Raintree Country Club LLC (“JCRCC”) and DKAAT Properties, LLC entered into between May 30, 2012 and the present.
2. Copies of any and all contracts and/or agreements between JCRCC and DKAAT Properties, LLC related or concerning the operation and/or management of Raintree Plantation Golf Course and Country Club in Jefferson County, Missouri.
3. Copies of any and all contracts and/or agreements between JCRCC and any third party related or concerning the operation and/or management of Raintree Plantation Golf Course and Country Club in Jefferson County, Missouri.
4. Copies of all financial records related to or concerning JCRCC’s management and/or operation of Raintree Plantation Golf Course and Country Club in Jefferson County, Missouri between January 1, 2015 to the present, including without limitation balance sheets, statements of profits and losses and Federal tax filings.
5. Copies of any and all written communications between JCRCC and Defendant, Raintree Plantation Property Owners Association, Inc. between January 1, 2015 and the present.
6. Copies of any and all written communications between JCRCC and Defendant, Black Hole, LLC, between January 1, 2015 and the present.

On April 9, an angry Judge Manasala denies both POA deposition requests, after POA attorney said there would be another attempt to consolidate Black Hole case with the First Amended Petition pending in Judge Rathert’s court. Attorney fees were immediately awarded to Country Club’s personal attorney representing club owner in personal deposition. (See figure *33).

(Figure *33):

IN THE CIRCUIT COURT

Of Jefferson County, Missouri
Associate Circuit Division 12
Antonio (Tony) Manansala

Jefferson County Raintree
Country Club, LLC
Black Hole LLC, et al.

CASE NO. 18JE - AC 00739

April 9 2019

MEMORANDUM

Cause called and Court takes up
Objection by David Tucker (non-party)
for deposition of David Tucker pursuant
to Rule 57.09(c) and for production of
documents and hereby sustains said
objection. Attorney fees of \$500.00 (2 hours
at \$250/hr) is hereby awarded to counsel
for David Tucker against the defendants
Black Hole LLC and Raintree Plantation
Property Owners Association, Inc.

Ken Roberts
31578
Atty for Non-Party
David Tucker

PLF. ATTORNEY

[Signature] 616376
DEF. ATTORNEY

SO ORDERED:

Antonio (Tony) Manansala
Antonio (Tony) Manansala
4-9-19

In May, POA motion to consolidate BHLLC with the first amended petition is denied by Judge Rathert. (See figure *34).

(Figure *34):

STATE OF MISSOURI)	
) SS.	
COUNTY OF JEFFERSON)	
IN THE CIRCUIT COURT OF THE TWENTY-THIRD JUDICIAL CIRCUIT JEFFERSON COUNTY, HILLSBORO, MISSOURI		
RAINTREE PLANTATON PROPERTY OWNERS ASSOCIATION, INC.)	
)	
Plaintiff,)	
v.)	Cause Number: 15JE-CC00809
)	Division Number: 1
DAVID TUCKER, JEFFERSON COUNTY RAIN TREE COUNTRY CLUB, LLC AND DVAAT PROPERTIES, LLC)	
)	
Defendants.)	

FILED
MAY 13 2019
MICHAEL E. REUTER
CIRCUIT CLERK

ORDER AND JUDGMENT

Cause called for hearing this 7th day of May, 2019 on plaintiff's Motion to Consolidate pursuant to Rule 66.01(b). Plaintiff appears by their attorneys Eric Zorumski and Ted Disabato. The defendants appear by Kevin Roberts with Martin Daesch appearing in person. Paul Hamill appears in person, as the attorney in cause numbers 19JE-AC01333 and 18JE-AC00739 representing Jefferson County Raintree Country Club LLC as the plaintiff's attorney.

Rule 66.01(b) set out "...when civil actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all the matters in issue in the civil actions; it may order all the civil actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay."

This court denies Plaintiff's request to consolidate 19JE-AC01333 and 18JE-AC00739 into the above cause because there is not a common question of law or fact and it will not speed up the disposition of the associate level cases or the above cause but cause further delay.

Plaintiff's Motion to Consolidate is Denied.