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5 In pro persona

6
7 **CIRCUIT COURT OF VIRGINIA, LOUDOUN COUNTY**

8
9 **LIMITED JURISDICTION**

10
11
Jason Becker) **Case No.: 101558**
Plaintiff)
) Becker vs Ashburn Farm Association
vs.)
)
Ashburn Farm Association, Tim Hughes,)
Milan Detweiler, Marc Ripperger,)
Stephen Lubore, Rich Oakley, Shirley Tabor,)
Scottie Vosburgh and Mike Kimmel.)
Defendants)
)

12
13
14 1. Plaintiff Jason Becker (hereinafter "Plaintiff"), makes the following allegations
15 against Defendants Ashburn Farm Association, Tim Hughes, Milan Detweiler,
16 Marc Ripperger, Stephen Lubore, Rich Oakley, Shirley Tabor, Scottie Vosburgh
17 and Mike Kimmel (hereinafter "Defendants").
18

Jurisdiction and Venue

2. This Court has jurisdiction over all causes of action asserted herein pursuant to the Virginia Constitution because this case is a cause not given by statute to other trial courts.
3. This Court has jurisdiction over all Defendants because all Defendants are or were Virginia residents at the times of the violations.
4. Defendant(s) are a corporation titled the Ashburn Farm Association and organized under the laws of the State of Virginia, with a place of business at 21400 Windmill Dr., Ashburn, VA 20147.
5. Venue is proper because the causes of action stated herein arose in this judicial district. Venue is further proper in this Court because:
 6. The Contract was to be performed in this County;
 7. Defendant Ashburn Farm Association resides in this County;
 8. Defendant Tim Hughes resides in this County;
 9. Defendant Milan Detweiler resides in this County;
 10. Defendant Marc Ripperger resides in this County;
 11. Defendant Stephen Lubore resides in this County;
 12. Defendant Rich Oakley resides in this County;
 13. Defendant Shirley Tabor resides in this County;
 14. Defendant Scottie Vosburgh resides or resided in this County at the time of the violations in which she is involved;
 15. Defendant Mike Kimmel resides in this County;
 16. Plaintiff Jason Becker resides in this County.

Parties

17. Plaintiff, Jason Becker (“Plaintiff”) is an individual who resides in the Ashburn Farm community in the city of Ashburn, Loudoun County, State of Virginia.
18. Defendant Ashburn Farm Association (hereafter identified as the AFA, as the Association or as the HOA) is the Home Owners’ Association (HOA) organization

1 located in the Ashburn Farm community in the city of Ashburn, Virginia, and is
2 the primary defendant within this complaint.

3

4 19. Defendant Tim Hughes is an individual who resides in the Ashburn Farm
5 community in the city of Ashburn, Loudoun County, State of Virginia, and a
6 trustee of the Ashburn Farm Association.

7 20. Defendant Milan Detweiler is an individual who resides in the Ashburn Farm
8 community in the city of Ashburn, Loudoun County, State of Virginia, and a
9 trustee of the Ashburn Farm Association.

10 21. Defendant Marc Ripperger is an individual who resides in the Ashburn Farm
11 community in the city of Ashburn, Loudoun County, State of Virginia, and a
12 trustee of the Ashburn Farm Association.

13 22. Defendant Stephen Lubore is an individual who resides in the Ashburn Farm
14 community in the city of Ashburn, Loudoun County, State of Virginia, and a
15 trustee of the Ashburn Farm Association.

16 23. Defendant Rich Oakley is an individual who resides in the Ashburn Farm
17 community in the city of Ashburn, Loudoun County, State of Virginia, and a
18 trustee of the Ashburn Farm Association.

19 24. Defendant Shirley Tabor is an individual who resides in the Ashburn Farm
20 community in the city of Ashburn, Loudoun County, State of Virginia, and a
21 trustee of the Ashburn Farm Association.

22 25. Defendant Scottie Vosburgh is an individual who resides or resided in the
23 Ashburn Farm community in the city of Ashburn, Loudoun County, State of
24 Virginia, and a trustee of the Ashburn Farm Association during the time she was
25 a trustee.

26 26. Defendant Mike Kimmel is an individual who resides in the Ashburn Farm
27 community in the city of Ashburn, Loudoun County, State of Virginia, and a
28 trustee of the Ashburn Farm Association.

29 27. Plaintiff is informed and believes and thereon alleges that, at all times herein
30 mentioned, each Defendant sued herein was a trustee of the Association and at

1 all times acting within the assumed purpose and scope of such agency and
2 employment. **(Pleading General Agency)**

3
4
5 **Statement of Facts**

6 28. On October 9th 2006, the Plaintiff signed a “Purchaser’s Acknowledgement of
7 Receipt of Property Owners’ Association Disclosure Packet”, the HOA
8 Agreement, Exhibit “A”, a document which signified that by moving into the
9 neighborhood the Plaintiff takes co-ownership of the Ashburn Farm Association
10 corporation and is thus liable for the actions of those who manage and work
11 within that organization and consequently holds both the responsibility and
12 authority to make certain those employees remain within the limitations of their
13 authority.

14
15 29. On or about June 5th 2012, the Defendants sent an inspection notice, Exhibit “B”,
16 which initiated a string of events which occurred as follows:

- 17 a. This legal complaint began because of actions by trustees of the Ashburn
18 Farm Association (AFA). The Plaintiff had lived in his home for 6 years
19 before the HOA (the Defendants) decided to perform forced inspections
20 after which they sent letters informing the Plaintiff of what he MUST do
21 (Exhibit “B”). This letter came complete with photographs, a short list of
22 mundane issues (EX: dirty siding and clutter) and a deadline date – an
23 implied threat of action should their demands not be met. Such threats
24 imply the punishments available to the HOA including daily fines, fees,
25 restrictions, legal action, etc. The Plaintiff claims this was a direct assault
26 on the Plaintiff’s rights (see “Claim III – Inspection Notice Violations”): his
27 authority, liberty and security, and initiated increased attention as to what
28 employees of his AFA were doing – a company which the Plaintiff owns.
29 Thus, it was HOA trustees that initiated the offenses now being debated
30 before this court.

- 1 b. On or about July 02, 2012, a letter was drafted in response to this notice
2 informing the Defendants of their abuses of authority (Exhibit “B.1”). The
3 Defendants did not respond. The letter warned that their actions are
4 unconstitutional and proof was included in the response. Trustees (the
5 Defendants) were reminded of their obligations as representatives of
6 those who empower them and of their responsibility to identify and
7 resolve abuses as soon as they are known (to redress grievances). It was
8 at this point that the Plaintiff began attending almost every Board of
9 Trustees (BOT) meeting with the intent of learning why trustees (the
10 Defendants) behaved as they do. Thus began the systematic evaluation
11 of the HOA’s operations by the Plaintiff in order to learn why the
12 Defendants refuse to behave – to be self-controlled.
- 13 c. Months later, on or about March 25, 2013, a second inspection notice
14 arrived with a different set of mundane complaints and threats (Exhibit
15 “B”). This notice solidified the Plaintiff’s determination for answers but it
16 was not the last inspection notice sent by the Defendants. All told, a total
17 of four inspection notices were received – one a reminder but containing
18 the same threats as the others.
- 19
- 20 d. After receiving this second inspection notice the Plaintiff knew something
21 needed to be done and requested a list of owners in order to petition
22 other owners to change the actions of the Defendants. The request began
23 in May 2013 but it wasn’t until July 2013 that an unusable version of what
24 the Defendants called an owners list was received by the Plaintiff. Issues
25 with the list provided are examined in Exhibit “C”.
- 26 e. After receiving this useless list of owners the Plaintiff made many
27 requests for a usable list of owners and counts at least 23 instances when
28 refusals took place, each refusal a violation of the Defendants’ obligation
29 – one violation for each of 17 announcement dates, 2 in emails, 2 in other
30 printed material and 2 verbally.

- 1 f. Since attempts to obtain a usable owners list failed the Plaintiff escalated
2 the request by demanding Defendants provide copies of all information to
3 which the Plaintiff is entitled, to find more evidence of issues with the
4 Defendants' actions that would stand up in court. At first this request was
5 verbal, while standing at the Association office discussing the owners list,
6 and was immediately refused; so, the Plaintiff provided a formal FOIA
7 request and a 2 terra-byte storage device on which to store the
8 information. Again, the demand was refused and no data was provided.
9
- 10 g. In early September 2013, after quietly attending meetings, preparing a
11 new Declaration of Covenants document and having identified many
12 violations by the Defendants, the Plaintiff officially began making regular
13 appeals to the Defendants, requesting formal discussions regarding
14 issues and how to resolve them.
- 15 h. Following this September 2013 kickoff date the Plaintiff attended and
16 made requests for grievances at each of 21 of the next 22 BOT meetings
17 via the Public Forum period. At each, the Defendants were asked to
18 publically discuss the issues and to help find resolutions. Initial requests
19 revolved around both the issues and the idea of resolving them by re-
20 chartering the AFA but the Defendants simply scoffed at the evidence and
21 laughed at the re-charter concept, so later attempts focused only on the
22 issues and the responsibility of the Defendants to formally redress them.
- 23 i. The Defendants refused every request to provide "*a formal decision by*
24 *the Board*" regarding each of the various issues – stating only once that
25 any kind of group deliberation took place (04 OCT 2013, Exhibit "E") but
26 never addressing the grievances and their merits. In this informal
27 response Mr. Tim Hughes would only claim that "*the Board of Trustees is*
28 *pledged to advance the interests of the Association, and we do not feel*
29 *that this pursuit is in the best interests of the Association*" and with that
30 concluded his discussion of the topic. This letter included the comment
31 that the Plaintiff should "*consult an attorney*" which was in-line with

1 statements the Defendants made at the first meeting which was that the
2 Plaintiff should “*take the issues to court.*” Exhibit “U” contains write-ups
3 about each of these encounters including what was said, issues
4 discovered, Defendant responses, additional violations and other notable
5 details.

- 6 j. Each verbal request for grievances made at each of the 21 of 22 BOT
7 meetings was complimented with written documents. At first only the
8 president received these but shortly thereafter they were provided to all
9 the Defendants. About 18 of these documents contained formal written
10 requests for a redress of grievances and 17 contained requests for a
11 usable list of owners. These documents also contained uplifting words for
12 trustees and reminders of the obligations of their office.
- 13
- 14 k. Sometime around June 2014, the Plaintiff decided that efforts to obtain a
15 complete and usable list of owners and to communicate with trustees
16 were not succeeding and began requesting the addition of New Business
17 to the BOT agenda so that “*a formal decision by the Board*” could be
18 received, Exhibit “D”. The Plaintiff hoped the addition of New Business
19 would force the Defendants to redress grievances and allow an inspection
20 of the motivations of those elected to service on the Plaintiff’s behalf, as
21 they are required because of both the Plaintiff’s Right to Petition and the
22 Defendants’ own Code of Conduct found in “Claim VII – Code of Conduct
23 – Right to Petition”.
- 24 l. For more than a year the Plaintiff made direct and indirect requests to add
25 new topics to the agenda and made motions upon which trustees would
26 vote. These were all attempts to hold dialogs regarding the issues;
27 however, trustees never allowed such discussions, even shouting the
28 Plaintiff down, each event a violation of their responsibilities, each a
29 violation to their oaths of office and each an abuse of authority (breach of
30 contract).

- 1 m. The Plaintiff claims it to be his right to know of the character and
2 principles of those working for him and to receive a clear understanding of
3 their motivations; that it is the Plaintiff's responsibility to allow only those
4 who support and defend the Constitution to hold office and to work to
5 remove those who will not.
- 6 n. It is the Plaintiff's right and responsibility to verify that those working for
7 him agree with and obey limitations placed upon them and adhere to the
8 moral values required for the office. These rights and responsibilities are
9 derived from the Plaintiff's authority as an owner of the AFA, his right and
10 responsibility to protect and defend both his self and others. And because
11 these are the Plaintiff's rights those who work for him carry the
12 responsibility to bend to those rights and that authority – especially when
13 such authority is explicitly exercised as the Plaintiff has done, as detailed
14 in this complaint.
- 15
- 16 o. With all other attempts to discuss correcting the behavior of trustees
17 failing, the Plaintiff sought new methods through which to communicate
18 with both trustees and owners, as is the Plaintiff's right. The most obvious
19 tool available was through the "Across the Fence" community newsletter
20 – a newsletter which belongs to residents since residents own the HOA
21 and employ its staff. Early attempts to use the newsletter were limited to
22 the use of classified ads. These were free to all residents but such ads
23 were not sufficient to communicate the complex problems at hand since
24 postings were limited to 40 words or less". So, the Plaintiff began writing
25 articles concerning issues regarding trustees and their abuses of authority
26 – issues directly related to the HOA and its operations.
- 27 p. When the first article was presented for posting in late December 2014
28 the AFA staff agreed but three months later it was still not posted and
29 there was no response regarding why. It wasn't until late February 2015
30 that a response came notifying the Plaintiff that the article was too long
31 and could not be printed. Accepting this reasoning the Plaintiff separated

1 the article into four parts and resubmitted it for publication in early March
2 2015. After several more inquiries with no response, Mr. Tim Hughes (the
3 HOA president) finally responded almost three months later saying the
4 article would not be published under any circumstances.

5 q. At this point the Plaintiff had no other recourse for communicating with
6 owners and began to politely demand that this article be printed on the
7 grounds that the many offenses against him afforded an authority
8 elevated above his normal authority thereby allowing him to demand a
9 less-than-common use for the property he owns – the community
10 newsletter, property held on his behalf by trustees of the AFA of which he
11 is an owner.

12 r. Two more times the Defendants refused to post the article, each time
13 claiming the authority to refuse such a request but each argument being
14 successfully refuted by the Plaintiff – still, the Defendants refused to post
15 the article. This exchange of emails and the authority the Plaintiff claimed
16 when demanding that it be printed is documented in Exhibit “F”.

17
18 s. By August 2015 the Plaintiff had attended almost every BOT meeting for
19 three years and petitioned the Defendants to redress issues and answers
20 to a great number of questions. Having no recourse and no desire to
21 affect the lives of the Defendants with a lawsuit, the Plaintiff began to
22 exercise the authority he had extended to the Defendants in their service
23 to him as the owner of the AFA. By this point the Plaintiff had (i) been
24 threatened by trustees of a company he owns, (ii) been actively refused
25 the right to redress grievances by those same trustees, (iii) been actively
26 refused access to a usable list of other owners, (iv) been actively
27 thwarted from exercising his right to petition owners and residents, (v)
28 been actively refused the right to add New Business to the BOT agenda
29 in order to establish communication with trustees and residents, and (vi)
30 been actively refused the right to effectively communicate with residents
31 and other owners through the community newsletter, property which he

1 owns that is in the care of the HOA (which he also owns), regarding a
2 topic that is most certainly HOA related, in an attempt to defend his rights
3 from ongoing violations by trustees of that same HOA (the Defendants).
4

- 5 t. Because of the many abuses against him the Plaintiff was forced to
6 become more emphatic in his authority as an owner of the HOA. Trustees
7 could not be allowed to continue in their illegal acts since the Plaintiff, as
8 an owner, has the responsibility and therefore the authority to correct their
9 actions. If the HOA is sued for its actions it is not trustees who pay it is
10 the HOA's owners who are held responsible; in this case, the tax payers
11 a.k.a. property owners.
- 12 u. So, to fix the problem the Plaintiff first tried exercising a modest level of
13 oversight authority by demanding rather than requesting that the first
14 article about the AFA's corruption be printed, while also revoking authority
15 that had been extended by the Plaintiff to the trustees under § 55.513 – a
16 right the Plaintiff claims (i) because of the consistent violations against
17 him, (ii) because it is his authority as an owner which the Defendants are
18 abusing and (iii) because it is his responsibility as an owner of the AFA
19 itself. Trustees refused again and again and each refusal is a violation of
20 the Plaintiff's authority and their duties.
- 21 v. After all other attempts failed the Plaintiff exercised the greatest authority
22 he carries as one whose rights have been violated short of going to court
23 – the full right of oversight. The Plaintiff exercised this strongest right by
24 revoking the authority extended to the trustees and claiming direct
25 authority over the board. The powers revoked are those described in §
26 55.513 and § 55.515, the events that transpired that support their
27 revocation are described in Exhibit "G.1", and the right to revoke them
28 and to claim this authority is described in Exhibit "G".
29
- 30 w. On or about August 10, 2015, a letter was received from the law firm of
31 Raymond A. Ceresa, P.C. which though polite contained additional

1 threats to the Plaintiff should he act on the authority he was attempting to
2 exercise but which the Plaintiff asserts was and is within his authority
3 even now because of the violations against him. This email chain is found
4 in Exhibit “G.1”. The Plaintiff prays the court would uphold his claim.

5
6 30. Having no further recourse this complaint was reluctantly moved into the court.

7
8
9 **Claim I – § 55.513 – Adoption and enforcement of rules**

10 (Evidence that § 55.513 does not empower the Defendants with the authority to
11 threaten or punish the Plaintiff without first being empowered by one whose
12 rights have been egregiously violated by the Plaintiff)

13
14 **Code of Virginia § 55.513(B) Adoption and enforcement of rules**

15 B. The board of directors shall also have the power, to the extent the declaration
16 or rules and regulations duly adopted pursuant thereto expressly so provide, to (i)
17 suspend a member's right to use facilities or services, including utility services,
18 provided directly through the association for nonpayment of assessments which
19 are more than 60 days past due, to the extent that access to the lot through the
20 common areas is not precluded and provided that such suspension shall not
21 endanger the health, safety, or property of any owner, tenant, or occupant and (ii)
22 assess charges against any member for any violation of the declaration or rules
23 and regulations for which the member or his family members, tenants, guests, or
24 other invitees are responsible.

25
26 31. Code § 55-513(B)(ii) empowers the board of directors to “*assess charges...for*
27 *any violation of the declaration or rules and regulations*”; however, the board is
28 empowered by owners themselves and therefore cannot use powers extended
29 against those who extended them. In short, the king is not subject to his own
30 decrees. It is a simple matter regarding the derivation of power.

- 1 32. Since one homeowner does not have the authority to punish another, for having
2 dirty siding or the wrong color of rocks for example, the HOA cannot be
3 empowered with such authority by those homeowners. To be brief, each
4 homeowner is king and sovereign over his own domain.
- 5 33. The Constitution guarantees this by recognizing our rights as given by God and
6 thus unalienable; therefore, only the authority of one whose rights were violated
7 by the Plaintiff could empower the Defendants above the authority of the Plaintiff;
8 thus empowering the Defendants to threaten or punish the Plaintiff.
- 9 34. This does not leave § 55-513(B)(ii) powerless since the HOA is legitimately
10 empowered to intervene where the common rights of community members are
11 affected: such as where easement properties are concerned, shared property
12 issues, community disputes, drainage and similar issues are concerned.
13 Therefore, it is not within the authority of employees to decide what owners may
14 do with their property (the Right of Liberty). They are only empowered, by
15 owners, to help identify where the rights of owners conflict and to find common
16 agreement there. More specifically, trustees (the Defendants) are strictly
17 forbidden from assuming the authority to enforce arbitrary rules over those who
18 empower them. After all, trustees are only elected unpaid employees and the
19 rules they write belong to a company owned and empowered by the Plaintiff – a
20 servant organization.
- 21 35. Since it is the authority of the Plaintiff and other owners that empowers the
22 Defendants in their roles as trustees and because all owners are equal there is
23 no authority greater than the Plaintiff's that the Defendants carry with which to
24 claim the right to punish the Plaintiff for general violations to the HOA agreement.
25 This means every threat made against the Plaintiff when the Defendants are not
26 empowered by an authority greater than an owner is a threat the Defendants
27 cannot legally enforce or carry through with and therefore each is a violation of
28 the authority provided to them under § 55.513 and § 55.515; each a threat they
29 cannot make.
30

1 36. The U.S. Supreme Court has repeatedly held that individual liberties must be
2 protected no matter how repugnant some find the activity or individual involved.
3 For example, in *Planned Parenthood v. Casey*, 505 U.S. 833, 112 S. Ct. 2791,
4 120 L. Ed. 28 674 (1992), the Court stated, "Some of us as individuals find
5 abortion offensive to our most basic principles of morality, but that cannot control
6 our decision. Our obligation is to define the liberty of all, not to mandate our own
7 moral code." In *West Virginia State Board of Education v. Barnette*, 319 U.S.
8 624, 63 S. Ct. 1178, 87 L. Ed. 1628 (1943), the Court invalidated a law
9 mandating that all students salute the flag, and in *Texas v. Johnson*, 491 U.S.
10 397, 109 S. Ct. 2533, 105 L. Ed. 2d 342 (1989), it invalidated a law prohibiting
11 burning of the flag. In all of these cases, the Court emphasized that individuals
12 may disagree about whether the activity is morally acceptable, but the liberty
13 inherent in the activity may not be proscribed even if a majority of the populace
14 thinks that it should be. REF: <http://legal-dictionary.thefreedictionary.com/Liberty>
15 37. Justice LOUIS D. BRANDEIS summarized the U.S. Supreme Court's general
16 wariness of government intrusion into liberty interests, in *Whitney v. California*,
17 274 U.S. 357, 47 S. Ct. 641, 71 L. Ed. 1095 (1927): "Those who won our
18 independence believed that the final end of the state was to make men free." The
19 Court will continue to grapple with the extent to which organized society may
20 restrict individual liberty without violating that mandate. REF: [http://legal-](http://legal-dictionary.thefreedictionary.com/Liberty)
21 [dictionary.thefreedictionary.com/Liberty](http://legal-dictionary.thefreedictionary.com/Liberty)
22 38. Given the U.S. Supreme Court's aversion toward "intrusion[s] into liberty
23 interests" and their belief that "the final [purpose] of the state was to make men
24 free" it would be a mistake to assume that authorities closer to the people, such
25 as the AFA (the Defendants), have no such purpose or self-limitation. This
26 supports the claim made throughout this complaint that the Defendants, in their
27 official capacity as trustees, hold no authority (i) to threaten or punish those who
28 empower them without first having been empowered by one whose rights have
29 been violated, (ii) to assume any authority to obstruct, restrict or prohibit the
30 owners from exercising their rights, or (iii) to prohibit a violated person from
31 defending himself using the less common oversight authority. This reinforces the

1 proof that the statement that “*any lack of such compliance shall be grounds for*
2 *an action*” does not empower trustees to make idle threats.

3
4 **39. The question at this point is:** Can a man legitimately punish another man for
5 violating an agreement stating that his home would be of a specific color? The
6 answer is no. The right of liberty is an unalienable right so it is only the man’s
7 honor (his word) that is damaged by the violation of such an agreement – not the
8 rights of another. The violation of a simple promise does not violate another
9 person’s rights to an egregious extent and therefore cannot alienate the violator
10 from his own rights. However, if a man fails to pay another for services rendered
11 then such an act violates the right of the man to whom the money owed to
12 receive what was due. This violates the agreement in an egregious manner
13 which permits the violated the right to obtain justice at which point the violator
14 may be punished as appropriate to the violation. In other words, it is only the
15 authority of the violated which permits a punishment not a general agreement
16 between equals – in this case § 55-513(B)(ii).

17
18
19 **Claim II – § 55.515 – Compliance with declaration**

20 (Evidence that § 55.515 does not empower the Defendants with authority to
21 threaten or punish the Plaintiff without first being empowered by one whose
22 rights have been egregiously violated by the Plaintiff)

23
24 **40.** The Code of Virginia defines the general compliance parties involved in the
25 association agree to accept:

26 **Code of Virginia § 55.515. Compliance with declaration.**

27 A. Every lot owner, and all those entitled to occupy a lot shall comply with all
28 lawful provisions of this chapter and all provisions of the declaration. Any lack of
29 such compliance shall be grounds for an action or suit to recover sums due, for
30 damages or injunctive relief, or for any other remedy available at law or in equity,
31 maintainable by the association, or by its board of directors or any managing

1 agent on behalf of such association, or in any proper case, by one or more
2 aggrieved lot owners on their own behalf or as a class action. Except as provided
3 in subsection B, the prevailing party shall be entitled to recover reasonable
4 attorney fees, costs expended in the matter, and interest on the judgment as
5 provided in § 8.01-382. This section shall not preclude an action against the
6 association and authorizes the recovery, by the prevailing party in any such
7 action, of reasonable attorney fees, costs expended in the matter, and interest on
8 the judgment as provided in § 8.01-382 in such actions.
9

10 41. Code § 55.515 defines both the responsibilities of owners and the authority of an
11 HOA to respond to violations but the Plaintiff contends that both are derived from
12 the authority of owners and therefore owners cannot be punished for violations
13 under normal circumstances since no superior authority exists having the
14 authority of enforcement. Owners are promising to comply with rules established
15 by a company they own and therefore remain sovereign to that authority
16 regardless of what is written.

17 42. Put another way: We the People come together in common agreement as equals
18 and any agreement between equals has no superior force behind it allowing
19 force to be used when violations of the general agreement occur. It is another
20 way of saying: A person cannot be subjugated by his own authority. Violations of
21 such an agreement are a matter of honor and nothing more. Thus, a king who
22 keeps his promises is more honorable than one who does not but nothing may
23 be done if he does not – he is king.

24 43. This is what the guaranteed Right to Liberty means. It guarantees that only a
25 violated person's authority may empower a created entity, such as an HOA, with
26 authority greater than that of a signatory (or violator). This means the power to
27 punish violators is only in effect in two cases: (1) when a violated person
28 empowers the HOA to respond to a clear violation, and (2) when the violator is
29 not a person with unalienable rights guaranteed by the Constitution but is instead
30 a created entity set beneath the authority of the HOA (such as a company
31 holding the title to land).

1
2 44. And Again: One homeowner has no authority to punish another homeowner
3 because of the beauty or aesthetic qualities of another homeowner’s home, or
4 lack thereof, and therefore cannot empower any entity, such as the HOA, with
5 such powers even under a signed agreement, such as a homeowner’s
6 agreement. A signed agreement does not and cannot empower the receiver with
7 authority greater than the person who signed it; therefore, the signatory remains
8 sovereign to the signature and therefore a created entity, such as the AFA,
9 created by signature cannot hold an authority superior to the signatory without
10 first being empowered by one with greater authority.

11
12 45. The above evidence shows that the powers described by § 55.515 are powers
13 provided by homeowners, equals, and under normal circumstances do not
14 empower the Defendants with authority to threaten or punish the Plaintiff or any
15 other homeowner. Thus, under normal circumstances it is a pure servant
16 organization and must remain completely submissive to its homeowners (the
17 Plaintiff) and cannot make threats.

18
19
20 **Claim III – Inspection Notice Violations**

21 (Violation – Abuse of Authority defined in § 55.513 and § 55.515 – 4 counts)

22
23 46. Plaintiff reasserts paragraphs 29a and 29c, “Claim I – § 55.513 – Adoption and
24 enforcement of rules”, especially paragraph 35, and “Claim II – § 55.515 –
25 Compliance with declaration”

26 47. Since none of the 4 documents identified in paragraphs 29a and 29c describe
27 violations to another person’s rights the Defendants are only empowered by the
28 Plaintiff and therefore are not empowered to make threats against the Plaintiff
29 regardless of the violations. Thus, each document constitutes a violation of the
30 powers extended to the Defendants as defined in § 55.513 and § 55.515 – 4
31 counts of Abuse of Authority.

1
2 48. The generation and use of inspections and inspection notices is not contested in
3 this complaint – what is being contested is the use of threats when the
4 Defendants have no legitimate authority to make them. When the Defendants
5 have not been empowered by one with an authority greater than the Plaintiff's
6 then the Plaintiff's authority is the highest the Defendants hold since owners
7 alone empower the Defendants under normal circumstances.

8
9 **Claim IV – § 55-510 – Access to association records; association meetings; notice**

10 (Violations of § 55.510(B)(1) – Access to a usable list of owners – 23 counts)

11 (Violations of § 55.510(B) – Access to all books and records – 2 counts)

12
13 **Code of Virginia § 55.510. Access to association records; association**
14 **meetings; notice**

15 B. Subject to the provisions of subsection C and so long as the request is for a
16 proper purpose related to his membership in the association, all books and records
17 kept by or on behalf of the association, shall be available for examination and
18 copying by a member in good standing or his authorized agent including but not
19 limited to:

20 1. The association's membership list and addresses, which shall not be used for
21 purposes of pecuniary gain or commercial solicitation; and

22 2. The actual salary of the six highest compensated employees of the association
23 earning over \$75,000 and aggregate salary information of all other employees of
24 the association; however, individual salary information shall not be available for
25 examination and copying during the declarant control period.

26 Notwithstanding any provision of law to the contrary, this right of examination
27 shall exist without reference to the duration of membership and may be exercised
28 (i) only during reasonable business hours or at a mutually convenient time and
29 location and (ii) upon five business days' written notice for an association
30 managed by a common interest community manager and 10 business days' written
31 notice for a self-managed association, which notice reasonably identifies the

1 purpose for the request and the specific books and records of the association
2 requested.

3
4 49. Paragraph 29e shows that on 23 separate occasions the Defendants refused to
5 provide a usable list of owners and each refusal is a failure to meet their
6 obligation of providing that to which the Plaintiff is entitled, as defined in §
7 55.510(B)(1) – 23 counts.

8
9 50. Code **§ 55.510(B)** reminds trustees that “*all books and records kept by or on*
10 *behalf of the association, shall be available for examination and copying by a*
11 *member in good standing ... including but not limited to*” the information
12 described above. In other words, the Association (the Defendants) is to make all
13 non-sensitive information available to owners.

14 51. The words “*but not limited to*” show that owners are entitled to much more
15 information than what § 55.510(B) identifies so long as the information does not
16 fall under § 55.510(C). This means trustees (the Defendants) have an obligation
17 to provide all reasonably available AFA information which the Plaintiff had
18 requested and in a usable form. Paragraph 29f describes two instances of the
19 Defendants refusing to provide such information and therefore violating §
20 55.510(B) on 2 counts.

21
22 C. Books and records kept by or on behalf of an association may be withheld from
23 inspection and copying to the extent that they concern:

- 24 1. Personnel matters relating to specific, identified persons or a person's medical
25 records;
- 26 2. Contracts, leases, and other commercial transactions to purchase or provide
27 goods or services, currently in or under negotiation;
- 28 3. Pending or probable litigation. Probable litigation means those instances where
29 there has been a specific threat of litigation from a party or the legal counsel of a
30 party;

- 1 4. Matters involving state or local administrative or other formal proceedings
- 2 before a government tribunal for enforcement of the association documents or
- 3 rules and regulations promulgated pursuant to § 55-513;
- 4 5. Communications with legal counsel that relate to subdivisions 1 through 4 or
- 5 that are protected by the attorney-client privilege or the attorney work product
- 6 doctrine;
- 7 6. Disclosure of information in violation of law;
- 8 7. Meeting minutes or other confidential records of an executive session of the
- 9 board of directors held in accordance with subsection C of § 55-510.1;
- 10 8. Documentation, correspondence or management or board reports compiled for
- 11 or on behalf of the association or the board by its agents or committees for
- 12 consideration by the board in executive session; or
- 13 9. Individual unit owner or member files, other than those of the requesting lot
- 14 owner, including any individual lot owner's or member's files kept by or on behalf
- 15 of the association.
- 16
- 17 E. Notwithstanding the provisions of subsections B and C, all books and records
- 18 of the association, including individual salary information for all employees and
- 19 payments to independent contractors, shall be available for examination and
- 20 copying upon request by a member of the board of directors in the discharge of
- 21 his duties as a director.
- 22
- 23

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Claim V – Government Institution

(Evidence that the AFA is a government institution and is therefore forbidden from acting in its own best interest)

52. Exhibit “I” proves the AFA to be a government institution. It shows that the power to bind an entity to lands which belong to We the People requires the powers of We the People, and the powers of We the People cannot be used to create entities that serve only a small number of the members of We the People; therefore, an entity that is bound using those powers must necessarily be a government entity in service to all the people and therefore public.

53. This means the Association (the Defendants) are bound to limitations of their authority which bind the powers of government institutions to serve only that which is in the public interest. This means the Defendants, as trustees of the Association, are forbidden from acting “*in the best interests of the Association*” and instead must always act in the best interest of the people, homeowners, regardless of the effect on the Association.

Claim VI – Code of Conduct - Best interests of the Association

(Violations of the Code of Conduct, Conflict of Interest – 2 counts)

Exhibit “K”: Code of Conduct – May 2012, § 2, Conflict of Interest, ¶ 2.

Board members shall exercise their powers and duties in good faith and in the best interests of the Association.

54. The Plaintiff reasserts “Claim V – Government Institution” which shows that the AFA is a government institution setup as a non-profit corporation and is therefore required to act in the best interest of all citizens rather than for its own interests.

55. The Code of Conduct statement shown above contains an egregious violation of the Association’s responsibilities. It states that the Association is to act “*in the*

1 *best interests of the Association*” but this is in direct violation of its purpose both
2 as a non-profit entity and a government entity since both are explicitly forbidden
3 from having self-interests. The AFA was setup exclusively to benefit (“profit”)
4 those for whom it was created, the homeowners; therefore, this text proves the
5 Defendants hold competing self-interests and are self-motivated, acting for their
6 own benefit. Consequently, the text violates the very nature and purpose of the
7 Association and thus acting as a for-profit corporation in violation of the
8 Defendants’ authority.

9 56. Even page 13 of The Declaration of Covenants and Restrictions document states
10 an opposite purpose: it states the AFA is to “*contribute to the personal and*
11 *general health, safety, and welfare of residents.*”

12 57. This means the best interests of the Association are in direct opposition to the
13 best interests of residents (the Plaintiff) when trustees (the Defendants) support
14 the acquisition and preservation of powers not legitimately extended to them, as
15 the Plaintiff claims is occurring and is apparent throughout the “Statement of
16 Facts”. The Plaintiff claims this to be a Code of Conduct violation – one count.

17
18 58. On or about October 04, 2013, as referenced in paragraph 29h, the Plaintiff
19 received a letter from Mr. Tim Hughes, the HOA president, in which he claimed
20 “...*the Board of Trustees is pledged to advance the interests of the*
21 *Association...*” in direct violation of the Board’s legitimate responsibility since the
22 “*interests of the Association*” are currently found in direct contradiction to the
23 interests of the residents Defendants are sworn to serve – the entire purpose for
24 the existence of the AFA; therefore, this claim by Mr. Hughes is a Code of
25 Conduct violation – one count.

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Claim VII – Code of Conduct – Right to Petition

(Violations of the Code of Conduct and the First Amendment right to petition – 30 counts)

Exhibit “K”: Code of Conduct – May 2012, § 4, Interaction with Third Parties, ¶ 3.

In order for the resident to receive a formal decision by the Board either a request needs to be submitted in writing to the Board, or, if appropriate, the resident must address the entire Board at a formal Board meeting to present the matter and any questions or concerns associated with it.

59. Both verbal and written requests for redresses of grievances were provided during the Public Forum period on 21 separate occasions, as described in Paragraph 29h. The Defendants violated their responsibility to redress these grievances under both (i) their own Code of Conduct requirement, shown above, and (ii) the First Amendment responsibility to redresses grievances they are in violation for each refusal – 21 counts.

60. In addition to requests for redresses of grievances made during the Public Forum periods as described in paragraph 59, requests were also made in writing through attempts to add New Business to the BOT agenda as described in paragraph 29k. The Plaintiff counts 9 instances of such violations – (i) one for each of five months when emails were exchanged regarding such requests and (ii) both verbally and in writing on at least four of the announcement dates. Each refusal is a violation of the Plaintiff’s First Amendment right to petition and the Code of Conduct brief shown above – 9 counts.

1 **Claim VIII – Oversight Authority**

2 (Evidence that the Plaintiff holds the Right of Oversight Authority as described in
3 Exhibit “G”)

4
5 61. Evidence that the Plaintiff holds this Right of Oversight Authority is found first in
6 paragraph 28 which proves that as an owner of the AFA the Plaintiff is
7 responsible for the actions of those who manage his company.

8 62. Exhibit “G” shows this oversight authority in more detail, illustrating how the
9 Plaintiff’s authority increases as the violations increase thus allowing the right to
10 interfere with authority extended to employees as a Right of Self-Defense.

11 63. While paragraph 28 and Exhibit “G” prove that the Plaintiff holds this Oversight
12 Authority, the “Statement of Facts” and Exhibit “G.1” show how and when that
13 authority was exercised and validates its use. The Plaintiff prays the court would
14 uphold his right to exercise this authority.

15
16 64. Paragraphs 29o thru 29v describe how escalating violations against the Plaintiff
17 allowed the Plaintiff to escalate his use of authority.

18 65. Paragraph 29q shows that oversight authority exercised was limited by the
19 Plaintiff to level 6 shown in Exhibit “G” whereby the Plaintiff simply identified his
20 authority to the Defendants using common courtesy and logical reasoning
21 regarding issues directly related to the HOA and its operations.

22 66. Paragraph 29t shows the point at which a modest oversight authority was being
23 exercised by the Plaintiff through the use of modest demands rather than
24 requests for compliance. The authority exercised by the Plaintiff at this point had
25 escalated to level 9 shown in Exhibit “G” where a moderate level of that authority
26 which had been extended to trustees had to be revoked (i) for self-defense, (ii)
27 for the defense of others, and (iii) because of the responsibility of an owner to
28 control the actions of those whom he empowers. The Plaintiff prays the court
29 would uphold his authority in this matter – his rights as an owner and sovereign
30 over his employees.

1 67. By paragraph 29v the oversight authority exercised had escalated to level 10 on
2 the scale shown in Exhibit “G” where the full level of authority which had been
3 extended to trustees had been revoked. The Plaintiff prays the court would
4 uphold his authority in this matter – his rights as an owner and sovereign over his
5 employees.

6
7 68. Reassertion of the oversight authority: All powers of the HOA are derived from
8 that HOA’s owners and defined in laws and under normal circumstances no
9 owner has more authority than any other; however, when one owner’s rights are
10 violated it is the duty of all others to defend that owner’s right to redress the
11 grievances. If those other owners fail to defend the violated it is the right of the
12 violated to defend against those failures as well such that the violated owner’s
13 authority to correct the violation (to obtain justice) stands above the normal
14 authority of residents.

15 69. In this complaint the Plaintiff’s rights have been violated by employees of his own
16 company many times and other owners stood silent. His employees were and
17 are out of control and neither trustees nor other residents have stood to defend
18 those rights; therefore, it is the Plaintiff’s responsibility and therefore within his
19 authority to control them by revoking their authority and re-chartering (aka
20 “reorganizing”) the HOA as allowed for in § 18.2-515(A).

21
22
23 **Claim IX – § 59.1-507.1. Breach of contract; material breach**

24 (Breach of Contract Violations – 30 counts)

25
26 **§ 59.1-507.1. Breach of contract; material breach.**

27 (a) Whether a party is in breach of contract is determined by the agreement or, in
28 the absence of agreement, this chapter. A breach occurs if a party without legal
29 excuse fails to perform an obligation in a timely manner, repudiates a contract, or
30 exceeds a contractual use term, or otherwise is not in compliance with an
31 obligation placed on it by this chapter or the agreement. A breach, whether or not

1 material, entitles the aggrieved party to its remedies. Whether a breach of a
2 contractual use term is an infringement or a misappropriation is determined by
3 applicable informational property rights law.

4 (b) A breach of contract is material if:

5 (1) the contract so provides;

6 (2) the breach is a substantial failure to perform a term that is an essential element
7 of the agreement; or

8 (3) the circumstances, including the language of the agreement, the reasonable
9 expectations of the parties, the standards and practices of the business, trade, or
10 industry, and the character of the breach, indicate that:

11 (A) the breach caused or is likely to cause substantial harm to the aggrieved party;
12 or

13 (B) the breach substantially deprived or is likely substantially to deprive the
14 aggrieved party of a significant benefit it reasonably expected under the contract.

15 (c) The cumulative effect of nonmaterial breaches may be material.
16

17 70. Paragraph 59 describes 21 occasions upon which the Defendants failed to
18 uphold their responsibility to redresses grievances, not simply according to the
19 Right to Petition but also according to the AFA's own Code of Conduct, thus the
20 Defendants "*without legal excuse [failed] to perform an obligation*" and are "*not in*
21 *compliance,*" therefore, the Defendants are in violation on 21 counts.

22 a. Because "*(1) the contract so provides*" that "*to receive a formal decision*
23 *by the Board*" one must simply "*[submit the request] in writing... or...*
24 *address the entire Board at a formal Board meeting*" with such a request,
25 and after receiving such requests the Defendants still failed to uphold their
26 obligation, the Defendants are in violation of § 59.1-507.1.b.1 for each
27 count.

28 b. The Defendants are also in violation of § 59.1-507.1.c for each count
29 because the Right to Petition is so fundamental to our Republic that "*(c)*
30 *the cumulative effect of nonmaterial breaches may be material.*" Our
31 nation has suffered war because of the "*cumulative effect of nonmaterial*

1 *breaches*” which had “*material*” results – the first was a war for
2 independence after petitions to King George were refused; another is not-
3 advised.

4
5 71. Paragraph 60 describes 9 other occasions upon which the Defendants failed to
6 uphold their responsibility to redresses grievances and thus “without legal excuse
7 [failed] to perform an obligation” and are “not in compliance” – 9 counts.

8
9
10 **Claim X – Community Newsletter**

11 (Abuse of Authority found in § 55-515 and § 55-513 – 5 counts)

12
13 72. Plaintiff re-alleges paragraphs 29o thru 29r: the narrative of attempts to
14 communicate with other owners by publishing articles in the community
15 newsletter.

16
17 73. Paragraphs 29o and 29p show that early requests by the Plaintiff to
18 communicate with other owners through the community newsletter were done
19 without any attempt to exercise authority over the AFA (the Defendants) and its
20 normal operations. Requests to include postings simply followed the HOA’s
21 standard practices.

22 74. Paragraph 29q shows that only after receiving an emphatic refusal from Mr. Tim
23 Hughes which stated that the article would not be published under any
24 circumstances did the Plaintiff began demanding his authority to communicate
25 with other owners, as is his right, regarding topics that are most certainly HOA
26 related.

27 75. The Plaintiff asserts the authority to make such demands based on “Claim VIII –
28 Oversight Authority” in which Exhibit “G” diagrams the escalation of authority as it
29 is legitimately reclaimed by the Plaintiff.

30 76. Mr. Tim Hughes while acting on behalf of the HOA refused the reasonable
31 requests being made by the Plaintiff in his authority as one whose rights had

1 been so legitimately violated by the Defendants, Mr. Hughes included; therefore,
2 each refusal is a violation of the authority held by the Defendants.

3 77. Therefore, as Paragraph 29q shows, the Defendants abused their authority,
4 which under normal circumstances is defined in codes § 55-515 and § 55-513, by
5 refusing to yield to the elevated right of the Plaintiff whose rights were violated by
6 the Defendants – 1 count.

7 78. Paragraph 29r identifies two additional instances in which the Defendants
8 abused their authority, which under normal circumstances is defined in codes §
9 55-515 and § 55-513, by refusing to yield to the elevated rights of the Plaintiff – 2
10 counts.

11
12 79. Paragraph 29t describes when strong requests by the Plaintiff became demands
13 – direct assertions of his authority. The Plaintiff forcefully exercised his right to
14 redress grievances with owners by demanding that the Defendants print the
15 article which would introduce the issues to the community. By refusing the
16 Defendants again violated the authority they held under codes § 55-515 and §
17 55-513; an abuse of authority – 1 count.

18 80. Lastly, Paragraph 29v describes when the Plaintiff exercised the strongest
19 authority he could short of going to court – the full right of oversight; the authority
20 to take charge of the Association itself and a full revocation of the authority
21 extended to the Defendants; an abuse of authority – 1 count.

22
23 81. The Plaintiff prays the court would uphold his authority in this matter – his rights
24 as an owner and sovereign over his employees and the enhanced authority he
25 has attained because of the violations against him by the Defendants.

26
27

1 **Claim XI – § 18.2-59 – Extortion of money, property or pecuniary benefit**

2 (Violations of § 18.2-59(i) and (ii) - Extortion of property – 4 counts of a class 5
3 felony)

4 (Violation of § 18.2-59(i) - Extortion of property – 1 count of a class 5 felony)

5
6 **Code of Virginia § 18.2-59. Extortion of money, property or pecuniary
7 benefit**

8 Any person who (i) threatens injury to the character, person, or property of
9 another person, (ii) accuses him of any offense, (iii) threatens to report him as
10 being illegally present in the United States, or (iv) knowingly destroys, conceals,
11 removes, confiscates, withholds or threatens to withhold, or possesses any actual
12 or purported passport or other immigration document, or any other actual or
13 purported government identification document, of another person, and thereby
14 extorts money, property, or pecuniary benefit or any note, bond, or other evidence
15 of debt from him or any other person, is guilty of a Class 5 felony.

16
17 82. The Plaintiff reasserts through “Claim I – § 55.513 – Adoption and enforcement
18 of rules”, especially paragraph 35, that each threat as used in the inspection
19 notices described in paragraphs 29a and 29c is a violation of the Defendants’
20 authority and is a “(i) [threat] *to the character, person, or property of another*
21 *person*” and “(ii) *accuses him of any offense*”.

22 83. The Defendants use these threats, the intangible “*property*” of powers not
23 extended to them, to extort additional powers, the intangible “*property*” of powers
24 belonging to owners (the Plaintiff). This is evident with every notification which
25 demands the Plaintiff’s submission to the will of the Defendants and with the use
26 of legal letterhead used in the last threat the Plaintiff received from the
27 Defendants, as shown in paragraph 29w.

28
29 84. Code **§ 18.2-59(i)** is violated once for each of these 4 inspection notices. The act
30 of threatening to levy fines and punishments for issues which the Defendants
31 have no authority to enforce is a threat to the Liberty held by the Plaintiff, an

1 intangible property; thus: Each Defendant “(i) *threatens injury to [the Plaintiff’s]*
2 *character, person, or property (Liberty) ... and thereby extorts ... money (fines*
3 *and fees), property (the Plaintiff’s authority), or pecuniary benefit ... from him”*,
4 and therefore the Defendant(s) “...is guilty of a Class 5 felony.”

5 85. To clarify: the Defendants, through their use of threats to the property (money
6 and authority) of the Plaintiff (one accused of violating arbitrary HOA guidelines
7 when such violations would not empower the Defendants with an authority
8 superior to that held by the Plaintiff) have no legitimate grounds for doing so
9 since it is the Plaintiff’s authority which empowers the Defendants under normal
10 circumstances; and until such time as the Defendants are empowered by one
11 who holds a superior authority, such as when empowered by one who’s rights
12 the Plaintiff had violated, then the Defendants cannot hold or claim such authority
13 and are in violation of § 18.2-59(i) which forbids such threats.

14
15 86. Code § 18.2-59(ii) is violated once for each of these 4 inspection notices. By
16 using and supporting the use of threats which the Defendants have no legitimate
17 grounds to enforce against the Plaintiff and subsequently extorting benefits from
18 such threats is each a violation of § 18.2-59(ii). With each inspection notice each
19 Defendant “(ii) *accuses [the Plaintiff] of any offense ... and thereby extorts ...*
20 *money (fines and fees), property (the Plaintiff’s authority), or pecuniary benefit ...*
21 *from him”* and therefore each Defendant “...is guilty of a Class 5 felony”. Again,
22 since it is the Plaintiff’s authority which empowers the AFA, the Defendants may
23 enforce rules against the Plaintiff only if in the violation of those rules an authority
24 greater than the Plaintiff’s empowers them. In this case no such superior
25 authority exists proving that such accusations violate § 18.2-59(ii) on four counts.

26
27 87. As asserted in paragraph 29w the Defendants used a law firm to further threaten
28 the plaintiff, to convince the Plaintiff to cease exercising his right of self-defense
29 and to defend others; therefore, code § 18.2-59(i) is violated since each
30 Defendant “(i) *threatens injury to [the Plaintiff’s] character, person, or property*
31 *(Liberty) ... and thereby extorts ... money (fines and fees), property (the*

1 *Plaintiff's authority), or pecuniary benefit ... from him",* and therefore each
2 Defendant "...is guilty of a Class 5 felony" – 1 count.

3
4
5 **Claim XII - § 18.2-111 Embezzlement deemed larceny**

6 (Violations of § 18.2-111 - Embezzlement deemed larceny; indictment – 5 counts)
7 (§ 18.2-95 or § 18.2-96)

8
9 **Code of Virginia § 18.2-111. Embezzlement deemed larceny; indictment**

10 If any person wrongfully and fraudulently use, dispose of, conceal or embezzle
11 any money, bill, note, check, order, draft, bond, receipt, bill of lading or any other
12 personal property, tangible or intangible, which he shall have received for another
13 or for his employer, principal or bailor, or by virtue of his office, trust, or
14 employment, or which shall have been entrusted or delivered to him by another or
15 by any court, corporation or company, he shall be guilty of embezzlement. Proof
16 of embezzlement shall be sufficient to sustain the charge of larceny. Any person
17 convicted hereunder shall be deemed guilty of larceny and may be indicted as for
18 larceny and upon conviction shall be punished as provided in § 18.2-95 or § 18.2-
19 96.

20
21 88. The Plaintiff reasserts through "Claim I – § 55.513 – Adoption and enforcement
22 of rules", especially paragraph 35, that each threat as used in the inspection
23 notices described in paragraphs 29a and 29c is a violation of the Defendants'
24 authority and is the "*[wrongful and fraudulent use of] personal property, tangible*
25 *or intangible (authority of owners)... which he shall have received for another*
26 *(owners) or for his employer (owners), or by virtue of his office, trust, or*
27 *employment (their positions as trustees), ... or by any ... corporation or company*
28 *(the Association), he shall be guilty of embezzlement."*

29
30 89. Code § 18.2-111 is violated once for each of the 4 inspection notices whereby
31 the Defendants wrongfully and fraudulently use the intangible personal property

1 of property owners, the authority of owners, which trustees have received both
2 from and for the benefit of property owners, their employers, and by virtue of their
3 office, trust, and employment, with which trustees have been entrusted, and
4 therefore shall be guilty of 4 counts of embezzlement, thereby sustaining the
5 charge of larceny.

6
7 90. Plaintiff reasserts paragraphs 29w which details how the Defendants' used a law
8 firm's letterhead to further threaten the plaintiff, to convince the Plaintiff to cease
9 seeking to exercise his right of self-defense and his responsibility to defend
10 others.

11 91. By this act the Defendants wrongfully and fraudulently used the threat of legal
12 action via legal letterhead against the Plaintiff and by virtue of their office, trust
13 and employment are thereby guilty of 1 count of embezzlement, thereby
14 sustaining the charge of larceny.

15
16 **§ 18.2-95. Grand larceny defined; how punished.**

17 Any person who (i) commits larceny from the person of another of money or
18 other thing of value of \$5 or more, (ii) commits simple larceny not from the
19 person of another of goods and chattels of the value of \$200 or more, or (iii)
20 commits simple larceny not from the person of another of any firearm, regardless
21 of the firearm's value, shall be guilty of grand larceny, punishable by
22 imprisonment in a state correctional facility for not less than one nor more than
23 twenty years or, in the discretion of the jury or court trying the case without a
24 jury, be confined in jail for a period not exceeding twelve months or fined not
25 more than \$2,500, either or both.

26
27 **§ 18.2-96. Petit larceny defined; how punished.**

28 Any person who:

29 1. Commits larceny from the person of another of money or other thing of value
30 of less than \$5, or

1 2. Commits simple larceny not from the person of another of goods and chattels
2 of the value of less than \$200, except as provided in subdivision (iii) of § 18.2-95,
3 shall be deemed guilty of petit larceny, which shall be punishable as a Class 1
4 misdemeanor.

5
6
7 **Claim XIII - § 18.2-513. Racketeering activity**

8 (Proof the Defendants’ actions qualify as a “*Racketeering activity*”)

9
10 **Code of Virginia § 18.2-513. Definitions.**

11 "*Racketeering activity*" means to commit, attempt to commit, conspire to commit,
12 or to solicit, coerce, or intimidate another person to commit two or more of the
13 following offenses:

14 A. Article 2.1 (§ [18.2-46.1](#) et seq.) of Chapter 4 of this title, § [18.2-460](#);

15 B. a felony offense of §§ [3.2-4212](#), [3.2-4219](#), [10.1-1455](#), [18.2-31](#), [18.2-32](#), [18.2-](#)
16 [32.1](#), [18.2-33](#), [18.2-35](#), Article 2.2 (§ [18.2-46.4](#) et seq.) of Chapter 4 of this
17 title, §§ [18.2-47](#), [18.2-48](#), [18.2-48.1](#), [18.2-49](#), [18.2-51](#), [18.2-51.2](#), [18.2-52](#),
18 [18.2-53](#), [18.2-55](#), [18.2-58](#), [18.2-59](#), [18.2-77](#), [18.2-79](#), [18.2-80](#), [18.2-89](#), [18.2-](#)
19 [90](#), [18.2-91](#), [18.2-92](#), [18.2-93](#), [18.2-95](#), Article 4 (§ [18.2-111](#) et seq.) of
20 Chapter 5 of this title, Article 1 (§ [18.2-168](#) et seq.) of Chapter 6 of this title,
21 §§ [18.2-178](#), [18.2-186](#), Article 6 (§ [18.2-191](#) et seq.) of Chapter 6 of this title,
22 Article 9 (§ [18.2-246.1](#) et seq.) of Chapter 6 of this title, § [18.2-246.13](#),
23 Article 1 (§ [18.2-247](#) et seq.) of Chapter 7 of this title, §§ [18.2-279](#), [18.2-](#)
24 [286.1](#), [18.2-289](#), [18.2-300](#), [18.2-308.2](#), [18.2-308.2:1](#), [18.2-328](#), [18.2-348](#),
25 [18.2-355](#), [18.2-356](#), [18.2-357](#), [18.2-357.1](#), [18.2-368](#), [18.2-369](#), [18.2-374.1](#),
26 Article 8 (§ [18.2-433.1](#) et seq.) of Chapter 9 of this title, Article 1 (§ [18.2-434](#)
27 et seq.) of Chapter 10 of this title, Article 2 (§ [18.2-438](#) et seq.) of Chapter 10
28 of this title, Article 3 (§ [18.2-446](#) et seq.) of Chapter 10 of this title, Article
29 1.1 (§ [18.2-498.1](#) et seq.) of Chapter 12 of this title, § [3.2-6571](#), [18.2-516](#),
30 [32.1-314](#), [58.1-1008.2](#), [58.1-1017](#),

31 C. or [58.1-1017.1](#);

1 D. or any substantially similar offenses under the laws of any other state, the
2 District of Columbia, the United States or its territories.

3
4 92. Plaintiff re-asserts “Claim XI – § 18.2-59 – Extortion of money, property or
5 pecuniary benefit”

6 93. Plaintiff re-asserts “Claim XII - § 18.2-111 Embezzlement deemed larceny”

7 94. Because the Defendants have “[committed] two or more of the [listed] offenses,”
8 the offenses being multiple violations each of codes § 18.2-59 and § 18.2-111,
9 their actions are deemed to be a "Racketeering activity" according to the
10 definition in § 18.2-513.

11
12
13 **Claim XIV - § 18.2-514. Racketeering offenses**

14 (Violations – Racketeering offenses – 5 counts)

15
16 **Code of Virginia § 18.2-514. Racketeering offenses**

17 B. It shall be unlawful for any enterprise, or for any person who occupies a
18 position of organizer, supervisor, or manager of an enterprise, to directly acquire
19 or maintain any interest in or control of any enterprise or real property through
20 racketeering activity.

21 C. It shall be unlawful for any person employed by, or associated with, any
22 enterprise to conduct or participate, directly or indirectly, in such enterprise
23 through racketeering activity.

24 D. It shall be unlawful for any person to conspire to violate any of the provisions
25 of subsection A, B, or C.

26 E. Each violation of this section is a separate and distinct felony punishable in
27 accordance with § [18.2-515](#).

28
29 95. The Plaintiff re-asserts “Claim XI – § 18.2-59 – Extortion of money, property or
30 pecuniary benefit” and “Claim XII - § 18.2-111 Embezzlement deemed larceny” in
31 which a total of 10 violations originated from 5 separate events.

1 96. Additional evidence showing the seriousness of these offences is shown in
2 Exhibit “J” showing organized criminal activity.

3 97. Because paragraph 94 shows the Defendants to be involved in activities deemed
4 “*Racketeering activities*” and because the Defendants “[*occupy positions as*
5 *organizer(s), supervisor(s), or manager(s) of an enterprise (the Association)*”, the
6 Defendants are forbidden from “[*acquiring or maintaining*] any interest in or
7 control of any enterprise or real property.” This means the Defendants are in
8 violation of § 18.2-514(B) on 5 counts and cannot lawfully remain as trustees.

9
10 **Code of Virginia § 18.2-515. Criminal penalties; forfeiture.**

11 A. Any person or enterprise convicted of engaging in activity in violation of the
12 provisions of § 18.2-514 is guilty of a felony punishable by imprisonment for not
13 less than five years nor more than 40 years and a fine of not more than \$1 million.
14 A second or subsequent offense shall be punishable as a Class 2 felony and a fine
15 of not more than \$2 million.

16 The court may order any such person or enterprise to be divested of any interest in
17 any enterprise or real property identified in § 18.2-514; order the dissolution or
18 reorganization of such enterprise; and order the suspension or revocation of any
19 license, permit, or prior approval granted to such enterprise or person by any
20 agency of the Commonwealth or political subdivision thereof.

21 B. All property, real or personal, including money, together with any interest or
22 profits derived from the investment of such money, used in substantial connection
23 with, intended for use in the course of, or traceable to, conduct in violation of any
24 provision of § 18.2-514 is subject to civil forfeiture to the Commonwealth. The
25 forfeiture proceeding shall be conducted pursuant to the provisions of Chapter
26 22.1 (§ 19.2-386.1 et seq.) of Title 19.2.

27

Request For Relief

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

98. Compensatory damages, including general and special damages, according to proof;

99. The upholding of the Plaintiff’s full Oversight Authority which would allow the Plaintiff to fix problems within the Association by “reorganizing” it as allowed in § 18.2-515(A) and as sought since the beginning of this complaint;

100. Reasonable fees and costs of suit herein incurred; and

101. Any further relief the court may deem appropriate.

102. The Plaintiff prays for court would allow the authority, should the Plaintiff choose to exercise it, to reduce or remove any or all of the personal liability settlements once court’s judgement has been passed. In addition, the Plaintiff prays for the authority to strike any or all record of these proceedings and judgements from the record of any trustee, should he so choose.

DATED: May 12, 2016 RESPECTFULLY SUBMITTED,

By: _____

Jason Becker
Plaintiff in Pro Persona

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