

7-23-00

RESTRICTIONS OF BRANDYWINE ESTATES
A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI

KNOW ALL MEN BY THESE PRESENTS: That TRAVIS-SHANE CORPORATION OF MISSOURI, a Missouri corporation, hereby certifies: that it is the owner of the following described tract of land located in the City of O'Fallon, County of St. Charles, State of Missouri, to-wit:

DESCRIPTION

A tract of land being part of Fractional Section 5, Township 46 North, Range 3 East of the Fifth Principal Meridian in St. Charles County, Missouri and being more particularly described as follows: Beginning at an existing iron pipe monument marking the Southeast corner of Wood Crest - Plat Two Subdivision as per plat recorded in Plat Book 17 pages 19 and 20 of the St. Charles County records; thence North 0 degrees 13 minutes 49 seconds East along the East line of said plat and the East line of Wood Crest - Plat One, Section Three as per plat recorded in Plat Book 16 page 13 of the St. Charles County records 1032.85 feet to a point on the South line of Wood Crest Boulevard, 80 feet wide; thence South 87 degrees 48 minutes 00 seconds East along said South line 710.00 feet to a point; thence South 0 degrees 13 minutes 49seconds West along the West line of property conveyed to Blue Ribbon Real Estate, Inc. described as Parcel No. 3 in the deed recorded in Book 897 page 870 of the St. Charles County records 1008.77 feet to a point; thence North 89 degrees 44 minutes 36 seconds West along the North line of property conveyed to Fort Zumwalt School District as described in the deed recorded in Book 1087 page 1038 of the St. Charles County records 709.58 feet to the point of beginning and containing 16.629 acres according to survey by Bax Engineering Company, Inc. during July, 1988

That as such owner the said TRAVIS-SHANE CORPORATION OF MISSOURI, has caused said described tract to be surveyed and subdivided into a manner shown upon a plat dated October 1988, and recorded in Plat Book No. ____, Page ____, and does hereby declare and impose the following conditions, restrictions, covenants and limitations on the land, lots and parcels of real estate located in said Subdivision, to-wit:

37630

Return to
Travis Shane Corp
3910 Old Hwy 94 South
Suite 114
St. Charles, Mo. 63303

STATE OF MISSOURI
COUNTY OF ST. CHARLES
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1988 NOV 22 PM 2:46

Barbara J. Hall
RECORDER OF DEEDS

1. All street, roadways, all roundings and inter-sections thereof designated upon, and as shown and indicated on the Plat of said Subdivision are hereby dedicated to perpetual public use. The easements as shown on said plat are hereby dedicated to the City of O'Fallon, Missouri, its successors and assigns, for the purpose of installing and maintaining public utilities, and for sewer and drainage purposes.

2. The building lines as shown and indicated on the recorded Plat of said Subdivision are hereby established.

3. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories, and not to exceed thirty five (35) feet in height, and a private garage for not more than two cars, and one prefabricated metal utility building having not more than 144 square feet of floor space. No garage shall be less than twelve (12) feet in width. ~~No business activity shall be permitted upon any lots. No~~ carport shall be erected on any lot.

4. No fence or wall shall be erected or placed on any lot more than 72" in height; and must be constructed of new wood or wire. No fence shall extend in front of the building line on any lot.

5. The ground floor area of the main structure, exclusive of one story open porches, or attached garage, shall not be less than 816 square feet for a one story dwelling nor less than 860 square feet for a dwelling of more than one story.

6. No building shall be located on any lot closer to the front lot line or closer to the side street line than the minimum building set back lines shown on the recorded plat. No residential building, or garage, shall be located closer than six (6) feet to an interior lot line. No detached garage shall be permitted upon a lot with a one story dwelling. The depth of the rear yard shall be at least 30% of the depth of the lot, which such depth need not be more than twenty-five (25) feet. For the purpose of this covenant,

eaves, steps and open porches shall not be considered as part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot. In the event that the front-yard, side yard and rear yard building set back lines, established in this paragraph are at variance with the lawfully established set back lines established by the City of O'Fallon, Missouri, prior to the commencement of construction of a building on a particular lot, then the restriction or regulation which provides for a greater set back shall apply, and TRAVIS-SHANE CORPORATION OF MISSOURI, reserves the right to waive minor infractions, and violations of the building set back and side lot lines in order to avoid cases of hardship created by a mistake.

7. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than forty-five (45) feet at the minimum building set back line. In the event that any person or persons shall own two or more adjoining lots, such owner or owners shall be considered to have complied with the side yard restrictions in this deed set out so long as any residential building, or garage erected or maintained by such lot owner or owners be not closer than six feet to the side lot line of any such lot.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale, or sign used by builder or developer to advertise the property during the construction and sales period.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers.

12. All water and sewerage from household uses shall be disposed of through the public sanitary sewer system. No outside toilet or latrine shall be constructed on any lot in the subdivision and no structure of a temporary nature, housetrailer, tent or shack shall be placed, erected or maintained upon any lot, except that any such structure customarily used by a builder may be erected or maintained by a builder during the construction period only. No basement erected or maintained upon any lot shall be used, temporarily or permanently, as a place of residence.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. No tree shall be permitted to remain within such distances or such intersections, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Outside exterior walls of all structures shall be constructed of either wood (including exterior hardboard), brick, rock, stone, slightly and of good workmanship, and if the exterior be of wood, the same shall be painted or stained. The use of any other materials for outside exterior walls shall not be permitted without having first obtained the written and record consent of TRAVIS-SHANE CORPORATION OF MISSOURI, a Missouri corporation, or its successors. All

outside exterior walls or any structure shall be completely finished within ninety (90) days after the footing or foundation of any structure has been completed.

15. No tank, bottle, or container for the storage of fuel shall be erected, placed or permitted above the surface level of any lot.

16. All private driveways leading from streets to any garage on any lot shall be paved with concrete ten (10) feet wide.

17. No motor vehicles requiring what is commonly called a "commercial license" under the Laws of the State of Missouri, or trailer, boat trailer, boat, camping truck or any other similar vehicles shall be parked on the streets of said Subdivision for more than one (1) hour between the hours of 5:00 p.m. on any one day to 8:00 a.m. of the following day. No motor vehicle requiring what is commonly called a "commercial license" under the Laws of the State of Missouri, or trailer, boat trailer, boat, camping truck or any other similar vehicles shall be parked or permitted to remain on any lot in said Subdivision unless such vehicles are garaged in an enclosed garage.

18. Any repair or maintenance work shall be done or performed on any motor vehicle, any boat, or any trailer, any machinery or equipment generally used in construction or road building business or trade, unless the building business or maintenance work shall be performed in an enclosed garage. No wrecked, inoperative, or salvage motor vehicle, or parts thereof shall be kept, parked or stored upon any lot unless same be within an enclosed garage.

19. These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10)

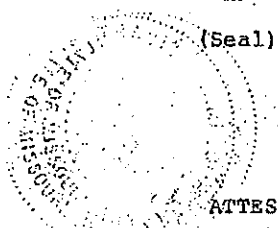
years, unless an instrument signed by the owners of a majority of the lots has been recorded agreeing to change said restrictions and covenants in whole or in part.

20. Any person or persons violating or attempting to violate any covenant, restrictions, conditions or limitation contained herein shall be subject to proceedings at law or in equity to restrain such violation or to recover damages therefor: any failure to enforce any covenant, condition, restriction or limitation contained herein shall not act as nor constitute a waiver of any subsequent breach thereof.

21. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said TRAVIS-SHANE CORPORATION OF MISSOURI, has caused these restriction to be signed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed, on this 21 day of

November



(Seal)

TRAVIS-SHANE CORPORATION OF MISSOURI

By: *Harold Sinn*
Harold Sinn President

ATTESTED:

Serene M. Sinn
Serene M. Sinn Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

BOOK 1243 PAGE 132

On this 21st day of November, 1988, before me appeared Harold Sinn, to me personally known, who, being by me duly sworn, did say that he is the President of TRAVIS-SHANE CORPORATION, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Harold Sinn, acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in St. Charles, the County and State aforesaid, the day and year first above written.

Charlene F. Thompson
Notary Public

My commission expires:

CHARLENE F. THOMPSON
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES JAN. 29, 1990



END OF DOCUMENT

STATE OF MISSOURI ss.
County of St. Charles

I, the undersigned Recorder of Deeds for said County and State do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time, and on the day, month and year, all as same appears on the face thereof, and is truly recorded in the Book, and at the Page indicated thereon. Witness my hand and official seal on the day and year aforesaid.

Kim Medley Deputy

Barbara J. Hall Recorder of Deeds

3-18

30331 INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT is made and entered into this 24th day of March, 1994, by and between Brandywine Estates Homeowners Association ("Association"), a Missouri nonprofit corporation, and Steven R. and Melissa A. Jens, husband and wife, ("Owners").

WHEREAS, Owners own that certain parcel of real property in St. Charles County, Missouri, commonly known as 203 Mondair Drive, O'Fallon, Missouri 63366 (the "Property"), and more particularly described as follows:

Lot 78 of BRANDYWINE ESTATES, a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 29, pages 7-8 of the St. Charles County Records.

WHEREAS, the Association desires to erect a sign bearing the name "Brandywine Estates" (the "Sign") on the Property; and

WHEREAS, Owners and the Association desire to enter into an agreement setting forth the terms and conditions relating to Association's erection of the Sign on the Property.

NOW, THEREFORE, the parties hereto agree as follows:

1. Association shall erect the Sign at its sole cost and expense in a good, substantial and workmanlike manner and in conformity with all applicable laws and ordinances.
2. The Sign shall remain the sole and exclusive property of the Association.
3. In erecting the Sign, the Association shall do as little damage as possible to the Property, and shall make good all such damages to the reasonable satisfaction of Owners.
4. The Association shall be solely responsible for the repair and maintenance of the Sign and shall bear all costs and expenses in connection therewith.

Er. King, Weiler

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD

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Barbara P. Hall
RECORDER OF DEEDS

5. The Association shall fully exonerate, indemnify and hold harmless Owners from and against all claims or actions and all expenses and costs, including without limitation, attorneys' fees, incidental to the defense of any such claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement, or by conditions created thereby, and, if requested by Owners, to assume without expense or cost to Owners, the defense of any such claims or actions.

6. All references to "Owners" in this Agreement shall be deemed to refer to Owners, their heirs, legal representatives, successors and assigns.

7. This Agreement shall be construed as a covenant running with the land, and the liability to perform and the right to enforce performance of the same shall pass to the heirs, legal representatives, successors and assigns of the respective parties hereto.

8. This Agreement shall be recorded with the St. Charles County Recorder of Deeds by the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement as of the date first written above.

ASSOCIATION:

BRANDYWINE ESTATES HOMEOWNERS
ASSOCIATION, a Missouri
nonprofit corporation

By: Nancy Downey
Nancy Downey, President

Attest: Terry Kapeller
Terry Kapeller, Secretary

OWNERS:

Steven R. Jens
Steven R. Jens

Melissa A. Jens
Melissa A. Jens

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

I Laree M. DeFreece a Notary Public, do hereby certify that on this 24th day of March, 1994, personally appeared before me Nancy Downey who, being by me first duly sworn declared that she is the President of the above corporation, that she signed the foregoing as President of the corporation, and that the statements therein contained are true.

Laree M. DeFreece
Notary Public



My Commission Expires:

LAREE M. DEFREECE
Notary Public State of Missouri
St. Louis County
My Commission Exp. Aug. 28, 1997

REC-3

STATE OF MISSOURI)
)
COUNTY OF St. Louis)

On this 24th day of March, 1994, before me personally appeared Steven R. Jens and Melissa A. Jens, to me known to be the persons described in and who executed the foregoing, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County of St. Louis, State of Missouri, the day and year first above written.

Laree M. DeFreece
NOTARY PUBLIC



My Term Expires:

LAREE M. DEFREECE
Notary Public State of Missouri
St. Louis County
My Commission Exp. Aug. 28, 1997

END OF DOCUMENT

61453

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5-24-00

FIRST AMENDMENT OF RESTRICTIONS OF BRANDYWINE ESTATES

THIS FIRST AMENDMENT OF RESTRICTIONS OF BRANDYWINE ESTATES ("Amendment") is made this 21st day of October, 1993, by TRAVIS-SHANE CORPORATION OF MISSOURI ("Travis-Shane"), a Missouri corporation, and amends the Restrictions of Brandywine Estates, dated November 21, 1988, and recorded with the St. Charles County Recorder of Deeds in Book 1243, page 126.

WHEREAS, Travis-Shane has subdivided and developed the following described real property into residential lots, creating a subdivision in St. Charles County, Missouri, commonly known as Brandywine Estates ("Subdivision"):

A tract of land being part of Fractional Section 5, Township 46 North, Range 3 East of the Fifth Principal Meridian in St. Charles County, Missouri and being more particularly described as follows. Beginning at an existing iron pipe monument marking the Southeast corner of Wood Crest - Plat Two Subdivision as per plat recorded in Plat Book 17 pages 19 and 20 of the St. Charles County records; thence North 0 degrees 13 minutes 49 seconds East along the East line of said plat and the East line of Wood Crest - Plat One, Section Three as per plat recorded in Plat Book 16 page 13 of the St. Charles County records 1032.85 feet to a point on the South line of Wood Crest Boulevard, 80 feet wide; thence South 87 degrees 48 minutes 00 seconds East along said South line 710.00 feet to a point; thence South 0 degrees 13 minutes 49 seconds West along the West line of property conveyed to Blue Ribbon Real Estate, Inc. described as Parcel No. 3 in the deed recorded in Book 897 page 870 of the St. Charles County records 1008.77 feet to a point; thence North 89 degrees 44 minutes 36 seconds West along the North line of property conveyed to Fort Zumwalt School District as described in the deed recorded in Book 1087 page 1038 of the St. Charles County records 709.58 feet to the point of beginning and containing 16.629 acres according to survey by Bax Engineering Company, Inc. during July, 1988.

WHEREAS, it is the desire of Travis-Shane to transfer the control and management of the Subdivision to Brandywine Estates Homeowners Association ("Association").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and further in consideration of the advantages to Travis-Shane, as well as to present and future owners of lots in the Subdivision, and with the agreement and consent of the Association to act as the governing body hereunder, Travis-

Ex-Weiser

Shane hereby grants, bargains, sells, conveys and confirms unto the Association and to their successors:

A. All common areas, paths, common property, streets, drives, rights-of-way, public utility easements, storm water sewers and drainage facilities (individually and collectively referred to as the "Common Area"), if any, contained in the Subdivision, and not otherwise dedicated or conveyed;

B. Easements in, over, upon and across such portions of the Subdivision as may be now or hereinafter designated; and

C. The rights, benefits and advantages within the Subdivision of having ingress and egress to and from, over, along and across the Common Area and appropriately beautifying, maintaining, improving, rebuilding, reconstructing, adding to or otherwise changing or altering the same; also of constructing, maintaining, reconstructing and repairing sewer, gas and water pipes and connections therewith; also of using the same and of regulating the use thereof in the interest of health, welfare and morals of present or future residents of the Subdivision.

TO HAVE AND TO HOLD the same to the Association and their successors forever in trust for the present and future owners of lots in the Subdivision, and all of said lots shall forever remain subject to the burdens and entitled to the liens involved in said easements and said liens, burdens, easements and restrictions shall be and remain attached to each and all of the lots in the Subdivision and any other lands which may hereafter become subject and subservient to these Restrictions and appurtenant thereto, provided, however, that said easements are created and granted subject to the powers and rights granted to the Association by these Restrictions and shall be availed of and enjoyed only under and subject to such reasonable rules and regulations as said Association and its successors may make and prescribe or as may be made and prescribed under and by authority of the provisions of these Restrictions.

The Restrictions are specifically amended as follows:

1. The following Section 22 is hereby added:

The Association shall be governed in accordance with the Bylaws of the Association, as may be amended from time to time, a copy of which is attached hereto as Exhibit A.

2. The following Section 23 is hereby added:

The Association is hereby authorized, empowered and directed to make a general assessment upon and against each lot in the Subdivision in an amount not to exceed Thirty Dollars (\$30.00) per lot per year. Such amount may be

amended, if approved at a meeting of the lot owners duly called and held in accordance with the Bylaws, provided, however, that any such amendment to the amount of annual assessment shall be set forth in an amendment to these Restrictions and recorded with the St. Charles County Recorder of Deeds. Such general assessment shall be for the purpose of providing funds to carry out the general duties and powers of the Board of Directors, as described in the Bylaws, and for the further purpose of enabling the Board of Directors to defend and enforce restrictions, to adequately maintain and operate the common areas, paths, easements, sewers, utilities, trees, signs and other facilities and to otherwise properly protect the health, safety and general welfare of the lot owners and to perform any of their duties or rights hereunder.

3. The following Section 24 is hereby added:

If, at any time, the Association shall consider it necessary to make any expenditure requiring a special assessment in addition to the general assessment described above, the Board of Directors shall submit in writing to all of the lot owners for approval an outline of the plan for the project contemplated and the estimated amount required for the completion of same and the total special assessment required. If such project and the special assessment so stated are approved at a meeting of the lot owners duly called and held in the manner provided in the Bylaws, the Board of Directors shall notify all lot owners of the additional special assessment and the limit of Thirty Dollars (\$30.00) per lot per year for general purposes shall not apply to any special assessment made under the provisions of this Section 24.

4. The following Section 25 is hereby added:

All assessments, either general or special, shall be made in the following manner and subject to the following procedure:

a. Notice of all assessments shall be given by mail, addressed to the last known address of the holder of legal title, and shall be deemed given when deposited in the U.S. Mail, postage pre-paid.

b. Every assessment shall become due and payable within thirty (30) days after notice is given as hereinabove provided. From and after the date when said payment is due, it shall bear interest at the rate of twelve percent (12%) per annum until paid and such payment and interest shall constitute a lien upon said lot and said lien shall continue in full force and effect until said amount is fully paid. The Board of Directors shall file such lien against said lot with the St. Charles County Recorder of Deeds, and such lien shall provide for sale of the lot in the event that the assessment is not paid. Lot

owners shall be responsible for payment of all recording fees and legal fees incurred as a result of such non-payment of assessments. The Board of Directors shall, upon payment of all amounts due, file a release of lien with the St. Charles County Recorder of Deeds.

5. The following Section 26 is hereby added:

The Association shall have the full and unqualified right, power and authority concerning all of the property, real, personal or mixed, owned or held by the Association to:

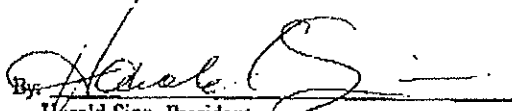
- a. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Association's power and duties hereunder, including the construction of improvements.
- b. Purchase insurance against all risks, casualties and liabilities of every nature and description.
- c. Borrow money, make and execute promissory notes or incur liabilities and obligations.

6. The following Section 27 is hereby added:

No lot owner shall construct or place any temporary or permanent improvement on any Common Area.

IN WITNESS WHEREOF, Travis-Shane has executed this First Amendment to the Restrictions of Brandywine Estates as of the date first written above.

TRAVIS-SHANE CORPORATION OF MISSOURI
a Missouri corporation

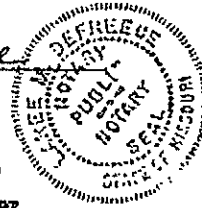
By: 
Harold Sinn, President

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

1691 W1053

I, LaRce M. DeFrece, a Notary Public, do hereby certify that on this 21st day of October, 1993, personally appeared before me Harold Sinn, who, being by me first duly sworn declared that he is the President of the above corporation, that he signed the foregoing as President of the corporation, and that the statements therein contained are true.

LaRce M. DeFrece
Notary Public



My Commission Expires:

LARCE M. DEFRECE
Notary Public State of Missouri
St. Louis County
My Commission Exp. Aug. 28, 1997

311MD

STATE OF MISSOURI
COUNTY OF ST. CHARLES
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Barbara J. Hall
RECORDER OF DEEDS

5

END OF DOCUMENT

Brandywine Estates HOA


2421 Beaujolais Drive
O' Fallon, Missouri 63368
Call Phone: 314-803-0357
Office: 636-379-9448

Dear Homeowners,

On December 1, 2008 we will be holding our last HOA meeting for the year. The neighborhood meeting will take place at the O'Fallon library on Monday night at 7:30 pm. We strongly recommend that you attend the meeting, for an opportunity to voice any concerns that you may have. At the meeting we will be discussing the following items:

- Accomplishments
- 2008 Obstacles
- 2008 Financial
- Current and past homeowners that have not paid their dues
- Future goals
- Feedback from the Homeowners
- Lien Filing Date

According to our records, we have 36 homeowners that have a balance due to the HOA. The total balance owed to the HOA from the past to present records is \$3901.59.

 This year the dues were raised to \$60.00 and a late fee of \$15.00 if paid after June 30. We have sent out 3 letters reminding the homeowners of this change. If you have a balance owed, please contact us to make arrangements to pay your balance. Any unpaid balances will result in a property lien.

Also we would like to thank our fellow neighbors for volunteering their time to help improve the curb appeal of our neighborhood:

Mr. & Mrs. Willard- Painting the Entrance Sign

Mr. & Mrs. Wolf- Planting flowers at the Entrance Sign, Activities for picnic & Garage Sale

Tina H- For assisting with the picnic

The HOA Board would also like to thank everyone that has helped with events, as well as, the homeowners who have contributed to the growth of our Homeowners Association. Thank you for your time, hard work and we look forward to seeing you at the meeting.

Sincerely,

Matt Bryan
President

BRANDYWINE HOMEOWNERS ASSOCIATION
2421 Beaujolais
O'Fallon, Missouri 63368

Dear Homeowner:

This is to inform you about the March 24, 2008 meeting. With 11 homeowners attending the following was passed:

1. The date for the 2008 Subdivision Party is July 19, 2008.
2. The sign repair was settled with Matt doing the repairs.
3. The 2007 Income Tax Return was filed by the due date of 3/15/08 and as a non-profit organization no taxes were due.
4. The dues for 2008 are due and payable after January 1, 2008 and Matt said a small percentage of dues were collected but a lot had not paid. The guidelines for 2008 is as follows: Homeowner have until June 30 to pay dues. After that time the \$15.00 penalty will be added to all homeowners as a late fee. The rules for 2009 are as follows: Homeowners fees are due on January 1, 2009 and past due April 1st, 2009. The \$15.00 penalty will be assessed starting April 1st, 2009. Please pay your 2008 Homeowners fees as soon as possible. Remember by a vote from the Homeowners the fee was raised to \$60.00 a year.
5. A total of 5 liens were filed against past due homeowners.
6. The next meeting is set for Monday, May 19th, 2008 at the library. All Homeowners are invited to attend.

Recap - Amendment →

PLEASE MAKE A NOTE OF THE MAY 19TH MEETING ON YOUR CALENDAR.

Brandywine Estates Homeowners Association

2421 Beaujolais Drive
O'Fallon, Missouri 63368
Cell Phone: 314-803-0357
Office: 636-379-9448

MINUTES OF NOVEMBER 17, 2007 MEETING

The meeting opened at 10:07 A.M. with Matthew Bryan presiding. The minutes from the previous meeting of October 13, 2007 were read and approved. *Treasurer's Report \$1316.56*

OLD BUSINESS

1. The proposed budget was read, then approved, by a vote of 7 of 8 members approving. This means the 2008 Homeowners dues will increase to \$60.00 per year.
2. A report was heard from the President about activity in the sewers. The President contacted the City of O'Fallon and the outcome is that this is an on going problem. The members suggested as follows: Homeowners near sewer put spotlight on house to light up area, cut foliage, and get a bid for brush removal.
3. A proposed 2007 Christmas House Lighting contest was approved by homeowners. The HOA will give a \$50 check to the winning homeowners. Judges are Nancy George and Pam. A \$5 entrance fee will be accessed from the homeowners entering. 2nd and 3rd prizes will have the cash pot divided between them. Any homeowners with past dues entering and winning contest will have money applied to past dues.
4. 2007-2008 Homeowners directory was tabled until January, 2008 meeting. Homeowners did not seem interested in having a directory.
5. The homeowners approved the 2008 Subdivision Sale Dates as June 14th and October 11th.
6. The homeowners tabled discussion of a proposed 2008 Subdivision Party

NEW BUSINESS

1. Yard signs were discussed and tabled until January 26, 2008 meeting. At that time details permitting yard signs will be discussed.
2. Homeowners voiced opinions about commercial trucks parked on the street. According to the by-laws, commercial trucks may not park on the streets of the subdivision. The members asked the President and Secretary to enforce this by-law.
3. The President called to everyone's attention the fact that Mosle court has a pot hole. He asked everyone to call or e-mail him so the pot-holes can be reported to the City of O'Fallon.

The meeting was adjourned at 11:25 A.M.

Respectfully Submitted,

Ann Tentschert

Ann Tentschert
Secretary

Minutes approved by,

Matthew Bryan

Matthew Bryan
President

**BRANDYWINE ESTATES HOMEOWNERS
ASSOCIATION**

2421 Beaujolais Drive
O'Fallon, Mo. 63368-3595
Cell Phone: 314-803-0357
Office: 636-379-9448

MINUTES OF JANUARY 26, 2008

The meeting opened at 10:08 A.M. with Matthew Bryan presiding. The minutes from the previous meeting of November 17, 2007 were read and approved. The Treasurer's Report was read and approved with a balance of \$1596.35.

OLD BUSINESS

- 1. Having no residents sign up for the Christmas House Lightning Contest no prize was awarded.
- 2. 2008 Homeowners Directory was tabled until more resident wanted to participate.
- 3. 2008 Subdivision Party date was tabled until next meeting.
- 4. Details of Yard Signs are as follows: Sign may be no bigger than 18" x 24" and can only be posted (2) two day out of (7) day week. The sign can be posted no longer than 31 days (month) with a month's break in between. The sign can be posted no longer than (2) two months a year.
- 5. The President reported that Barbara Hall, Recorder of Deeds, has made clear the circumstances under which By-Laws to the Subdivision are to be posted. Under the law the HOA doesn't have to file amendments to the Recorder of Deeds.

Amendment →

NEW BUSINESS

- 1. The \$15.00 late fee on dues was voted on by present residents and was kept the same by a vote of 5 of 6.
- 2. Late fees were amended to be charged after March 31 instead of May 31. Vote was 6 of 6. Late fee for 2008 will be charged after May 31, because of letter sent to residents December 14, 2007. Starting in 2009 dues are payable after January 1st and past due March 31st. After March 31st the \$15 past due will be accessed.
- 3. The Election of Officers will remain the same.
- 4. Commercial trucks are not allowed to park on the streets of Brandywine Estates. This is the law both according to the By-Laws of the HOA and the City of O'Fallon.
- 5. 5 out of 6 residents voting decided to conduct business for the Subdivision at meeting.

Amendment →

The meeting was adjourned at 11:00 A.M.

Respectfully submitted

Minutes approved by:

Ann Tentschert
Secretary

Matthew Bryan
President

ADMENDMENTS TO THE RULES OF BRANDYWINE ESTATES

1. OTHER FORMS BESIDES WOOD SLIDING MAY BE USED ON THE EXTERIOR OF THE HOUSE. (ADOPTED JUNE 2005).
2. YOU MUST BE CURRENT ON DUES AT THE TIME A VOTE IS CALLED FOR. IN ORDER TO VOTE ON ANY MATTER OF BRANDYWINE ESTATES. (ADOPTED MARCH 2006)
3. IN ORDER TO BE A TRUSTEE YOU MUST BE CURRENT IN YOUR DUES FOR A TWO YEAR PERIOD, PRIOR TO THE CALL FOR VOTES. (ADOPTED MARCH 2006)
4. DUES FROM THE CURRENT \$30.00 CAN BE INCREASE WITH 2/3 VOTE OF THE MEMBERS CURRENT AT THE TIME THE A VOTE IS CALLED FOR. MAXIUM OF TWO VOTES PER HOUSE HOLD. (ADOPTED MARCH 2006)
5. ALL RULES OR BY LAWS MADE BE CHANGED WITH 2/3 VOTE OF THE MEMBERS. (ADOPTED JUNE 2006)

THE YARD SALE WILL BE ON MAY 19TH. THERE WILL BE AN AD IN THE LOCAL NEWSPAPER. IF ANYONE WOULD WANT TO MAKE A SIGN TO BE PUT AT HIGHWAY K AND/OR AT OUR SIGN, PLEASE LET ME KNOW.

WE HAD 3 PEOPLE FOR PRESIDENT, SO THERE WILL BE A RUN OFF ELECTION. THE BALLOT MUST BE RETURNED BY JUNE 1ST THE NEW BOARD WILL TAKE OVER ON JUNE 7TH.

WE HAVE SECRETARY-ELECT. SHE WILL TAKE OFFICE WHEN THE NEW BOARD TAKES OVER.
THE PERSON WHO HAD HIS NAME PUT DOWN AS TREASURER CAN NOT HOLD THE OFFICE. DUE TO THE FACT THAT HE IS NOT CURRENT WITH HIS DUES. IT WILL BE UP TO THE ON COMING BOARD TO APPOINT SOMEONE FOR THIS POSITION IN LINE WITH THE RULES OF BRANDYWINE ESTATES. BELOW IS THE NAME OF THE NEW SECRETARY-ELECT OF BRANDYWINE ESTATES.

WELCOME BARBARA ANN TENTSCHERT

BRANDYWINE ESTATES HOMEOWNERS ASSOCIATION HOA Meeting Minutes ~ Monday, June 30, 2010

Meeting was called to order at 7:03 PM with Matt Bryan, President presiding. Minutes were read and approved. The balance on hand at June 30, 2010 \$3812.94.

OLD BUSINESS

- Matt called a Survey company but received no call back.
- It was announced that Ann Tentschert has resigned as Secretary, but will continue until the end of the current calendar year. Board members are actively seeking a new member from our community to volunteer for this open position.
- It was also suggested that the HOA look into utilizing a management company, as the responsibilities are more than feasible for a two-person HOA board. Matt will solicit five management companies for bids.
- Matt reported that \$6856.59 was due from homeowners in arrears. A motion was unanimously passed to file a lien after 2 years past due.

A motion

NEW BUSINESS

- The annual subdivision picnic is Saturday, August 14, 2010, 12 to 4 p.m. Stumpy's BBQ will be provided with each homeowners to bring a side dish. Picnic activities include music by Fullhouse Productions, O'Fallon Fire/Police Department, bounce house and attendance prizes. There will be an informal meeting to kick-off the picnic. Homeowners present unanimously approved this event.

Meeting adjourned at 7:55 PM. Thanks to all the homeowners in attendance. Your participation is greatly appreciated!

Matt Bryan ~ President

Ann Tentschert ~ Secretary

Pam Wolf ~ Treasurer

Brandywine Estates HOA

Annual Meeting Minutes

March 27, 2017 7:30PM – 8:04PM

Location: MK Library meeting room A

Amanda Schneider- Treasurer

Stephen King – President

15 Homeowner's in attendance and current on dues

AGENDA:

- Financial Review
- Proposal 1= Shall late fee of \$15 be assessed each month payment is considered late, where past due date is March 31st and whereas late fees assessed for a given year cannot exceed amount of annual dues. **PASSED 14 to 1**
- Proposal 2= Shall One prefabricated utility building be allowed per lot constructed of either metal or prefabricated plastic/vinyl having not more than 144 square feet of floor space. **PASSED 14 to 1**
- Proposal 3= section 4 of "Restrictions of Brandywine Estates", aka original bylaws as captured by the St. Charles Recorder of Deeds, book 1243, page 127 be amended to say, "No fence or wall shall be erected or place on any lot more than 72" in height, and must be constructed of new wood, wire, or vinyl. No fence shall extend in front of the building line on any lot" **PASSED Unanimous**
- Proposal 4= Shall elected board solicit ideas from homeowners on potential landscaping changes to the common grounds with the intent to reduce annual expenses related to grass maintenance. **PASSED 14 to 1**
- Proposal 5= Shall elected board investigate feasibility of leasing portion of common ground areas for the purpose of siting a telecommunications tower and telecommunications equipment. Wireless carriers would be contacted to determine interest in common ground property. Elected board would be permitted to enter into agreement if it is deemed in the interest of the HOA members possibly resulting in a reduction in annual homeowner dues after all accounts are within terms. **FAIL 8 to 7**

- Open Board position= the secretary, Carol Johnson has resigned her position and we are seeking a volunteer to fill this position. Please inform the board if you are interested in filling this position.
- Elections – Volunteer forms go out with 2018 due invoices. If more than one volunteer per position Elections will be held at 2018 HOA meeting
- Garage Sale – May 6th
- Street Light – O’Fallon has submitted a work order # W027861-032417 . Current status is In Progress.
- Homeowner’s expressed concern over speed limit and bump on Sansonnet. Board will contact street department for resolution.
- Neighborhood picnic set for September 23rd. The HOA will provide hot dogs and hamburgers.

Respectfully Submitted,

Minutes approved by,

Amanda Schneider
Treasurer

Steve King
President

- Neighborhood picnic set for September 23rd. The HOA will provide hot dogs and hamburgers.

Respectfully Submitted,
approved by,

Minutes



Amanda Schneider
King
Treasurer



Steve 4/2/2017

President