



West Hampton Woods Homeowner's Annual Meeting Announcement

March 5, 2026,

Dear West Hampton Woods Neighbors,

With spring upon us, it is time for our annual meeting. We hope you all have enjoyed the first two months of this year and are doing well. The annual meeting is scheduled for Wednesday March 25, 2026, from 6:30 PM to 7:30 PM via Webex. The Webex information is below and on our website; the website also contains a link to the meeting:

- Meeting number (access code): 2552 012 1273
- Meeting password: 2026AnnualMeetin (20262668 when dialing from a phone or video system)
- +1-650-479-3208,,25520121273#20262668# United States Toll
- +1-650-479-3208 United States Toll

If you create an account and log into Webex, you will bypass the lobby and automatically join the meeting; if you don't create an account or login, you will be placed in the lobby and we will have to admit you. This is a Webex Security Policy that can't be changed.

In addition to announcing the annual meeting, we wanted to apprise the members of the status of the lawsuit against Ms. Hogan as many have expressed concerns. This board did its best to approach the matter objectively and spent hours researching and discussing the details and providing all information we were aware of to the attorney. On 2/23/26 we met with the attorney and later met as a board; we unanimously voted to follow the attorney's recommendation to drop the lawsuit. Attached please find the letter we received from the attorney documenting the points he raised at our meeting and recommending that we drop the lawsuit. Additionally, we wanted to inform the members that no lien has ever been filed against Ms. Hogan and that the lawsuit did not mention the fence or remedies thereof.

We look forward to seeing you at this year's Annual Meeting. As a reminder, the meeting will be recorded and later posted on YouTube for access by all members. The meeting will also follow a standard of conduct that would be expected at any business meeting.

Warmly,

Your HOA Board



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March 3, 2026

West Hampton Woods HOA
Board of Directors

West Hampton Woods HOA board members,

At your request I evaluated the lawsuit filed July 26, 2024 by WHW HOA against homeowner Amanda Hogan (1020 Morgan Meadow Drive) by reviewing the petition's pleadings, the defendant's answers and CaseNet docket entries in the litigation (St. Charles County Circuit Court Case No. 2411-AC05893), against the backdrop of facts and circumstances relayed to me by the board as well as correspondence between HOA management and Ms. Hogan. At the time I commenced my review and analysis on February 11, 2026, the lawsuit was set for a jury trial on March 3, 2026 and the board wanted guidance on the prudence of proceeding with the case to trial. At that time, the board had been unsuccessful in reaching counsel of record for the HOA, Lester Stuckmeyer, to discuss the case.

The correspondence between HOA management and Hogan establishes repeated efforts by Hogan, a new homeowner, to request approval for repair or modification of a long-existing perimeter yard fence damaged by fire. Each request is summarily denied with little to no guidance on what application revisions could lead to approval. The correspondence from management also includes threats of the imposition of fines for restriction non-compliance. My review of the account ledger for the Hogan property reveals Hogan has paid all annual assessments levied to her property. The balance due on her ledger, as of January 2026, is comprised of "violation/fines" accruing on an inconsistent frequency in varying amounts from \$500 to as much as \$3,500 and "late fee interest". According to the account ledger, at the time the lawsuit was filed in July 2024 the balance claimed due was \$14,546.72.

The lawsuit contains three counts: Count I "Payment of Assessments" is essentially a claim for breach of contract (Declaration of CC&Rs) alleging Hogan "continues to fail and refuse to pay regular assessments and late fees currently in the amount of \$19,611.51." Count II is an alternative legal theory to Count I, called Quantum Meruit, which lawyers use in case the breach of contract claim fails for some reason. The idea behind a claim for quantum meruit is an equitable theory that valuable goods and services have been provided by the HOA and the owner has knowingly received those benefits and so equity demands the recipient of the benefits be made to pay his/her fair share for those goods and services. Again, this is just an alternative legal theory of recovery in the event the breach of contract claim fails. Count III is a claim for foreclosure of the HOA's lien against the property owned by Hogan, as a means to collect the assessments alleged due in Count I. If

granted by the court, this court would authorize the sheriff to sell Hogan's property at public auction.

It is important to note that the lawsuit makes no mention whatsoever of the fence issue or any allegation of noncompliance with the Declaration's restrictive covenants. The lawsuit makes no request to the court regarding the fence (either to remove the fence or otherwise bring it into compliance). The lawsuit strictly makes claims from recovery and collection of money from Hogan.

Reviewing the court docket entries for this litigation on CaseNet, I note that since filing the suit in July 2024, the HOA, as plaintiff, has done nothing in terms of discovery or pretrial motions to advance the case or prepare it for trial. Hogan retained a lawyer to defend her. He filed an answer to the petition, as required. He also filed a request for jury trial. Looking strictly at CaseNet, nothing else was done by either party to prepare the case for the 3/3/26 trial date.

My analysis of the litigation is the following:

1. The petition alleges Hogan failed to pay "regular assessments and late fees", but the account ledger shows Hogan paid all annual (regular) assessments, so that appears to be a false allegation.
2. The petition alleges Hogan has failed to pay \$19,611.51 at the time it was filed, but the account ledger shows a balance due in July 2024 of \$14,546.72, so that appears to be a false allegation.
3. It is unclear to me whether HOA management and/or the board provided Hogan with proper notice and opportunities to be heard prior to imposition of "violation/fines" on her account, as I have not seen such notices.
4. The board of directors expressed concern about the ability and willingness of the now former HOA manager to testify at trial about the Hogan ledger accounting and imposition of fines; such testimony would be essential to a successful presentation of evidence to a jury.
5. At trial, the HOA would have to present compelling evidence that the "violation/fines" are warranted, presumably based upon violation of the HOA's fence rules. The history in the case is questionable, given that the fence in question has had the same configuration and dimensions since the first sale of the lot from developer to a prior homeowner to Hogan.
6. The board also expressed concern about the preparation and readiness of attorney Stuckmeyer since he had been non-responsive to the board in the time leading up to the trial setting.
7. The board relayed to me that other homeowners in the subdivision are blatantly in violation of various restrictive covenants and no similar action was/is being taken against other owners so that it appears Hogan is being singled out.

For the foregoing reasons, and possibly others, it is my conclusion and opinion that the case is extremely flawed, and Hogan's attorney would have a number of substantial and meritorious arguments to make in defense of his client that would be more likely than not to persuade a St.

Charles County to reach a defendant's verdict. Therefore, I recommended to the board the voluntary dismissal of the lawsuit prior to the trial date.

Sincerely,

A handwritten signature in blue ink, appearing to read "Elia M. Ellis", with a large, sweeping flourish above the name.

Elia M. Ellis