

On 5 November 1957 the Deed of Restrictions of Westminster Place was recorded on Page 155 of Book 7785 in the Office of the Recorder of Deeds, City of St. Louis (it has since been [supplemented](#)). This is the document defining the responsibilities and authority of the Trustees.

Deed of Restrictions of Westminster Place

THIS INDENTURE, made and entered into as of the 24th day of June, 1957, by and between those owners of real estate fronting on Westminster Place in City Blocks 4907B and 5051B of the City of St. Louis, Missouri, from the west line of Kingshighway Boulevard to the east line of Lake Avenue, who subscribe hereto, hereinafter called the "Owners," and Robert A. K. Smith, David Wells and H. Sam Priest, Trustees, hereinafter called the "Trustees;"

WITNESSETH, that:

WHEREAS, the Owners are the holders and owners of legal title to various but not necessarily all of the parcels of real estate situated within the hereinafter described City Blocks in the City of St. Louis, Missouri, the description of their respective parcels appearing hereinafter opposite their names, which City Blocks are as follows:

That part of Blocks 4907B and 5051B of the City of St. Louis, Missouri, bounded east by the west line of Kingshighway Boulevard, south by the north line of a 15-foot public alley in said Block 4907B, bounded west by the east line of Lake Avenue, and bounded north by the south line of a 15-foot public alley in Block 5051B; and

WHEREAS, it is the desire and intention of the parties hereto, for their mutual benefit and advantage, by the execution of these restrictions and observance thereof, to resist and prevent the encroachment and incidence of blight and decay; to preserve the exclusive residential character of the area in general, and particularly of their respective parcels of ground; to maintain said neighborhood and the respective parcels as a desirable place of residence; to provide for the health, welfare and safety of the residents in said area; and to maintain the value of their property by prohibiting undesirable, objectionable, dangerous and deleterious uses; and

WHEREAS, the Trustees have been nominated, appointed and elected as Trustees for the purposes of these presents; and

WHEREAS, it is the desire and intention of the subscribers hereto firmly to bind themselves, their heirs, executors, administrators, successors and assigns and their respective parcels of land and improvements pursuant to the terms, covenants, restrictions and conditions hereof and to provide effectually for the enforcement of the terms, provisions and restrictions hereinafter set out;

NOW, THEREFORE, in consideration of the premises and the respective and mutual agreements to burden and restrict the particular parcels of ground herein described, the parties agree among themselves as follows:

1. None of the parcels of real estate of the Owners (except as hereinafter set out), nor any part thereof, shall, during the term of these restrictions, be used, caused, suffered or permitted to

be used for any purpose other than that of a single-family dwelling. By single-family dwelling is meant use and occupancy by a group of persons immediately related by blood, marriage or adoption living together as a single housekeeping unit, nor shall any land or building herein affected be at any time used for or devoted to any purpose less restricted than the provisions of the applicable zoning ordinances and building regulations of the City of St. Louis, Missouri. Nothing herein contained, however, shall be construed so as to prevent co-occupation of any building by a companion, paid or otherwise, of the resident of any particular building. In the event that any of the parcels of real estate herein described is, as of the date of these presents, being devoted to any use other than that of a single-family dwelling, said use may be continued to the same extent as may now be in effect, but said use may not be enlarged or extended at any time in the future or in any manner except by unanimous written consent of the Trustees. This exception shall not apply, however, unless the fact that such existing use is in effect is herein designated at the time these presents shall have been executed. No building upon any of the property of the Owners shall at any time henceforth be converted, altered or added to so as to make it suitable for any purpose other than as a single-family dwelling, nor shall any fences, walls or other structures be constructed or erected upon any of the property hereby restricted except with the written permission of the Trustees hereinafter provided for.

2. No accessory building upon any of the property herein affected shall be used as a residence or living quarters for any person or persons other than domestic employees employed for hire in connection with the upkeep, care and maintenance of the house to which said building shall be an accessory.

3. No structural alterations or additions shall be made upon any of the buildings situated on any of the property hereby affected without a written permit of the Board of Trustees as herein provided. Prior to the commencement of any work in connection with such proposed structural alterations or additions, the person or persons proposing same shall file with the Trustees a written application for such permit, which application shall be accompanied by architectural plans or blueprints, and specifications to be used in that connection, together with any other pertinent information that the Trustees may request. In the event that a structural alteration or addition is proposed with respect to any building which is not now used as a single-family dwelling, the Trustees shall not grant a permit therefor if the effect thereof would be to increase the accommodations of said building so as to make said building suitable for occupancy by more families than are then occupying said premises, except any additional building may be devoted to use as living quarters for paid servants or maintenance employees. In the event of destruction or damage to any of the buildings situated on any of the property hereby affected by fire or other casualty, restoration of said damage or destruction shall not be effected without a permit from the Board of Trustees as hereinabove provided, but no such permit shall be withheld unless such restoration would increase the accommodations of said building as hereinabove provided with respect to alterations or additions. In any event, no permit shall be granted by the Trustees unless the structural alterations, additions or restoration shall be in full compliance with the building code of the City of St. Louis, Missouri.

4. The Trustees hereinabove named and who shall execute this indenture shall be and constitute a Board of Trustees, who shall work without compensation and who shall serve until the next annual meeting of the Owners or until their successors shall have been elected. The

Board shall appoint or elect from among its members a president, vice president, treasurer and secretary, but any of the above offices except president and vice president may be combined. It shall be the duty of the president or secretary, among other things, to call an annual meeting of the Owners in the month of December, which meeting shall be held in some convenient location to be selected by the president or secretary, and notice thereof shall be given in writing to all of the Owners by ordinary mail, post-paid, addressed to the last-known post office address of the respective Owners, at least ten (10) days prior to the date of said meeting. The purpose of such annual meeting shall be to consider all matters of interest in connection with the property and to elect Trustees for the ensuing year. At such meeting one vote may be cast for each parcel of ground and said vote shall be either in person or by written proxy. In the event of vacancies in the Board of Trustees prior to the expiration of any term of office due to the death, disqualification or refusal to act of any of the Trustees, such vacancy may be filled by the remaining or surviving Trustees for a period expiring at the slate of the next annual meeting of the Owners. Special meetings of the Owners may also be held upon call of any of the Trustees or by ten percent (10%) of the Owners, notice of which shall be sent by registered mail to all of the Owners at least ten (10) days before the proposed date thereof. Said notice shall specify the time, place and purpose of the meeting. At any meeting of the Owners the number of Trustees may be increased to any odd number not in excess of seven (7).

5. In the event that Westminster Place between Kingshighway on the east and Lake Avenue on the west, or any part thereof, shall at any time hereafter be vacated as a public street by appropriate municipal ordinance and shall become a private street, the Owners do hereby severally convey and quit-claim unto the Trustees and their successors in trust their respective right and title to all of the land that comprises the public street now known as Westminster Place, in trust, however, for the mutual use and benefit of the Owners, their heirs, executors, administrators and assigns. The conditions of said trust shall be that said street shall thenceforth be maintained as a private street and roadway, subject to a permanent easement, for the mutual and respective use and benefit of the Owners, their heirs, executors, administrators, assigns, lessees, invitees and licensees; as well as the owners, their heirs, executors, administrators, assigns, lessees, invitees and licensees, of parcels of ground fronting upon Westminster Place, between the west line of Kingshighway Boulevard and Lake Avenue, whether or not they have subscribed to these presents. Such easement shall be a covenant running with the respective parcels of land and shall be for the purpose of ingress and egress to the respective properties fronting upon Westminster Place and for the installation and maintenance of utilities, both public and private, and shall in all respects be subjected to the ordinary and usual uses and burdens of a private way or street. Said easement shall continue irrespective of the existence of said trusteeship and until such time as said street shall again become a public street, if ever.

6. The duties and powers of the Board of Trustees shall be as follows:

(A) In the event that Westminster Place is not vacated, and by reason thereof the hereinabove conveyance to them of said street shall not be effective, the Trustees shall have the following powers and duties:

(1) The Trustees shall consider and act upon the applications of any of the owners for a permit for alterations or additions of or upon the property of such Owners as

hereinabove provided in Section 3, and in connection therewith they may hold hearings and consider such evidence as may be presented to them by the Owners. They shall refuse or grant such permit within ten (10) days after the filing of any application, but no permit shall be refused unless the purpose of said structural alteration or addition shall be to convert any building so as to make it suitable or appropriate for occupancy by more than one family, or unless such alteration or addition would violate any of the building regulations, zoning restrictions or building lines of the City of St. Louis. No permit shall be issued by the Trustees unless a building permit, and if required, an occupancy permit, shall have been issued by the proper building authorities of the City of St. Louis. The Trustees shall have the right to extend the aforesaid ten-day period by notice to the Owner for an additional period of not to exceed ten (10) days. In the event that the Trustees fail to act within said original or such extended period, no permit shall be required from them.

(2) If any Owner shall directly or indirectly violate or attempt to violate any of the terms of these restrictions, the Trustees in their trust capacity may take such action as they deem appropriate to prevent or cause to be discontinued any such violation, which right may be exercised in any suitable manner by the Trustees, including the institution and prosecution of appropriate court action against the Owner or Owners who shall violate or attempt to violate the terms of these restrictions. Such court action may be in equity or at law, and in the event any damages are collected by the Trustees, the proceeds thereof shall be held and retained by the Trustees for any or all of the purposes of their trust. Nothing herein contained, however, shall be construed so as to limit, restrict or prevent any of the Owners from taking such steps or bringing such action as may be appropriate in their own names to prevent or enjoin a violation of the terms and conditions of these restrictions by any of the Owners, or from joining in their own names and individual capacity in any action of the Trustees.

(3) The Trustees shall have the right to levy annual assessments against the property of the respective Owners, to pay and defray expenses incurred or to be incurred by them in connection with the performance of their duties. Out of the proceeds of such assessments, the Trustees may pay the cost of enforcing the terms and conditions of these restrictions; the cost of any means taken or adopted by them to improve the area in which the property of the Owners is located and which, by the terms of these presents, they are authorized directly or impliedly to do. They may employ counsel of their own choice and incur any and all other expenses of litigation for the purpose of enforcing these restrictions, and the costs thereof shall be defrayed out of the aforesaid proceeds of the assessments.

(4) Written notice of assessment shall be sent annually to each of the Owners who become obligated hereunder to pay said assessments, which notice shall be sent registered mail, post-paid, to each of the Owners at their last-known post office address, or if such address is not known, then to the house number of said Owners upon Westminster Place herein designated. Said assessment shall become a lien

upon the property of the Owner if not paid within sixty (60) days from the date of the mailing of such notices. In order to evidence such lien and as notice thereof, the Trustees shall file in the Office of the Recorder of Deeds of the City of St. Louis, Missouri, a written statement setting forth the description of the property, the name of the owner or owners, the amount of such assessment, and the statement that it has become due and payable, which statement shall be duly sworn to and shall be in such form as is customarily used in the State of Missouri for such purpose. The lien of such assessment may be foreclosed by action in equity brought by the Trustees at any time within five (5) years from the date of the recordation of such instrument, and in such action the Trustees may recover interest upon such assessment from the date of recordation and a reasonable attorney's fee not to exceed the amount of such assessment. Notice of lien may include more than one year but not more than five years, and suit may be brought upon any such notice or notices for any period of years not to exceed five (5).

(B) In the event that Westminster Place shall be vacated and shall become a private street, by virtue of which the conveyance of said street to the Trustees shall be effective as hereinabove stated, the duties of the Trustees, in addition to those above specified, shall be as follows:

(1) They shall keep and maintain in good repair and condition the aforesaid Westminster Place, utilities, including storm and sanitary sewers therein, curbing, parkways and landscaping thereon, exclusive, however, of sidewalks and driveways, which shall be the sole responsibility of the respective owners.

(2) They shall pay for street lighting and may in connection therewith enter into any contracts with the City of St. Louis or others in that connection. They may erect and construct such gateways at either or both ends of the block in such manner as in their own discretion shall seem appropriate, and shall at proper times see that access to the street is blocked for reasonable periods so as to prevent free and open use of said street by the public. They may likewise maintain such barriers in Westminster Place as they may deem advisable to slow the passage of traffic through the street. They shall have broad discretion in this connection and such discretion shall be exercised without any liability upon their part, except for willfulness or bad faith.

(3) They shall have the right to purchase public liability insurance to protect them from any damages that might be incurred in the use of said street, which insurance may be in their own names as Trustees and shall inure to the benefit of such Trustees, their successors and assigns.

The assessments anywhere hereinabove provided shall not exceed the sum of \$50.00 per year per parcel, unless authority is granted to them by seventy-five percent (75%) of the Owners, in which event, however, the total assessment to be levied shall not exceed the sum of \$100.00 upon any single parcel of land.

The Trustees, in addition to the above specific powers granted then in this Section 6 of these presents, shall have the right, power and authority to do any and all things necessary or incidental or which they may deem advisable to the

maintenance, preservation and improvement of the area comprising the 5000 and 5100 blocks of Westminster Place. The Trustees shall also have the right to accept and receipt for any voluntary contributions made to them at any time for the purposes of the trust.

(4) The Trustees shall at all times keep full and adequate books, records and accounts of all receipts and disbursements in connection with their trusteeship and shall prepare an annual statement of receipts and disbursements, as well as a balance sheet, which statement shall be mailed to each of the Owners together with the notice of the annual meeting; and if no annual meeting is held, then such statement shall nevertheless be mailed to said Owners by the 15th of January of each year.

(5) No person shall be eligible to serve as Trustee hereunder unless he is a resident of at least one parcel of property covered by this agreement; and if such residence shall at any time cease and terminate during the term of office of any Trustee, such Trustee shall no longer be eligible to serve as such.

7. These restrictions shall remain in full force and effect for a period of twenty (20) years from June 1, 1957, and at the end of said period, shall automatically be extended for an additional twenty (20) years, unless the persons owning a majority of the parcels of ground affected hereby or by any supplement hereto shall execute and acknowledge and cause to be recorded an instrument to evidence their election that said restrictions shall be terminated, which election shall be made and said document recorded at least six (6) months prior to the original term hereof.

8. The restrictions herein set out shall be covenants running with the land of the Owners who are parties hereto and shall be binding upon them, their heirs, executors, administrators and assigns; it being the intention of the parties hereto that these restrictions shall attach to each of the parcels of ground of the Owners subscribing hereto as fully as though they were set out in the various original and successive conveyances of title to the respective parcels, and none of the property hereby affected shall be sold, assigned, conveyed or transferred except by deed or other instrument expressly setting forth that such conveyance is subject to the terms hereof.

9. Any person or persons owning property in the City Blocks hereinabove described who do not join in these presents may hereafter join in and become a party hereto by separate instruments duly acknowledged and recorded, to like intents and purposes as though they had executed and become a party to these presents.

10. This deed of restrictions shall become effective only if executed by the owners of 49 parcels of ground included in the blocks hereby affected, nor shall this deed be placed of record until a sufficient number of signatures have been affixed hereto in accordance with the aforesaid requirement.

[Retyped from a printed copy given to a buyer in 1970. In the event of any discrepancy between this document and the original, the original will govern.]