

A GUIDE TO LIFE IN UNIVERSITY HEIGHTS SUBDIVISION NO. 1 CREATED BY THE TRUSTEES, 1/1/2019

University Heights Subdivision No.1 was established in 1904. It is governed by a legal Indenture under the auspices of the Saint Louis Circuit Court. The Indenture is available on the neighborhood website, or may be obtained from a trustee. These guidelines are provided for residents to understand how we operate in University Heights. Much of it simply presents the rules as laid out in our 1904 Indenture. Other guidelines are common-sense operating rules defined by your acting trustees. These guidelines may be subject to revision from time to time.

1. Voting Rights and Responsibilities

a. The subdivision has annual meetings. Each **residential property owner has one vote** in any business conducted for each residential property owned. The trustees interpreted (2015) a residential property to be a lot occupied by a residence. A vacant lot, with no residential building on it, is not a residential property. The Trust Agreement provides that if a residential building occupies more than one lot, the owner gets as many votes as the number of lots occupied by the residence.

b. Any vote at an annual meeting, a special meeting or for change of the Trust (Indenture) may be made by a voter in person, by a proxy duly named in writing and notarized, or by a ballot returned by the voter in person to the trustees prior to a pre-set deadline, preferably at least 15 days prior to the meeting.

c. **Trustee nominees** will be listed at the annual meeting on a paper ballot, which should be available at least thirty (30) days prior to the meeting. The person with the largest number of votes received, as above in b, will be elected.

d. **Voting by show of hands** at the annual meeting will generally be advisory to the trustees.

e. Requests to **change the Trust Agreement** by increasing or decreasing restrictions or for any other business at the annual meeting, should be put in writing and submitted to a trustee no less than thirty (30) days prior to the date of the annual meeting. The trustees will place the item on the annual meeting agenda. The trustees have full and absolute authority to determine whether or not a

submitted proposal is constitutional, that is, consistent with other articles and provisions and the essential character of the Indenture.

f. On issues of **changes added to the Trust Agreement (Indenture)**, 51% of all residential property owners must vote yes for passage. This means that 51% of all possible voters must approve, not just 51% of people at the meeting. This is made difficult by the Trust Agreement to prevent casual changes without great discussion.

g. On issues of **changes decreased or eliminated from the Trust Agreement**, the prior rules (e) apply. In addition to the 51% voter approval, the approval must be submitted to the Circuit Court for a ruling. If the Circuit Court rules affirmatively on behalf of the petition, it becomes an amendment to the Trust Agreement.

2. Election and Responsibilities of Trustees

a. The trustees are responsible for all affairs of the **common property** of the subdivision and for **defending the Trust Agreement**.

b. **Election of Trustees** requires that nominees must be current residential property owners living in the subdivision and that all of the nominee's assessments are paid in full. Exactly three trustees are elected, one at each even-year annual meeting, for six-year staggered terms. Should a trustee resign, die or fail to serve mid-term, the remaining two trustees are to appoint a replacement to serve until the next annual meeting. Should two trustees resign, die or fail to serve, the Neighborhood Association board is to elect two trustees to serve until the next annual meeting. Should all three trustees resign, die or fail to serve the Circuit Court is to appoint three trustees to serve until the next annual meeting.

c. The trustees are required by the Trust Agreement to hold an **annual meeting** before May of each year. This meeting currently is held in conjunction with the annual meeting of the Neighborhood Association, usually in February. The trustees report on the past year's activities, present a complete financial report and profile plans for the coming year. The balloting for trustee or for changes to the Trust Agreement also occur at this meeting, if it is necessary.

d. The trustees (only) may call a **special meeting**. The purpose of the meeting must be specified in writing. No other business may be conducted other than that stated in the call.

3. Assessments and Special Assessments

a. **Annual Assessments:** Property Owners are responsible to pay annual assessments to the Subdivision, as provided in the Trust Agreement. Billing for regular annual assessments occurs just prior to the beginning of each calendar year. A clear due date is given with billing, and also a late payment date. If payment is not received before the late payment date a late fee is assessed along with 6% interest on the cumulative unpaid balance. **Changes to the annual assessments** have been made over the years restricting and expanding the ability of the trustees to make assessments to the property owners for the costs of operation, which include maintenance of streets, sidewalks, tree lawns and common areas, administration and legal work. Currently the trustees cannot increase the annual assessment more than \$0.25 per frontage foot per year.

b. Assessments are made on the basis of **frontage feet**. Frontage feet, as a rule, is considered the width of the property at the sidewalk on the street on which the property address is listed. The original indenture (map) provided the frontage amounts. In some cases, frontage has been recalculated in a way which seems fairer for the particulars of the property involved. In a few cases changes in ownership by subdivision of a parcel have resulted in changes in frontage feet. Within these restrictions these regular assessment values are fully at the discretion of the trustees.

c. **Special Assessments** are allowed by the Trust Agreement which provides a process for making a special assessment above and beyond the regular assessments, should it be deemed necessary. It is to be affirmed by at least 51% of the residential property owners (see 1e). A special assessment may be terminated, but only by 51% (see 1e). (We currently (2019) are beginning the fourth year in a five-year special assessment for the costs of legal work to defend our indenture regarding the changes to the Delmar-Harvard area.)

d. **Liens:** The trustees may place and register a lien against a property on any unpaid assessment balance. The lien becomes an obligation which will be paid to the subdivision upon sale of the property. Before a lien is placed the property owner will be sent a notice of liability and warning of the pending lien. Filing and release of liens is a legal process with associated costs to the subdivision. The trustees will pass these fees on to the property owner. Property owners are encouraged to stay in communication with the trustees when arrears occur. Substantial arrears will not be tolerated and will result in liens.

4. Land use restrictions were made in the original indenture and have been further specified by amendments over the years. As it stands:

- a. Only one residential property can exist on any residential lot. This does not prevent **rental of properties**, but rental of a residential property must conform to University City code. City code says the property may be rented by either a “family unit” construed to consist of married and/or cohabitating persons and their immediate relatives or by more than one non-related person within certain restrictions, i.e. two or more students as allowed by the occupancy permit. See City code for details.
- b. The Trust Agreement provides for **setbacks** from the street for buildings. These are consistent with those of the City of University City. The indenture **limits heights** of residential buildings to 2.5 stories.
- c. The Trust Agreement also restricts an **out-building** to only be placed behind at least 2/3 the distance from front to rear.
- d. No “**livery stable**” may exist in the subdivision. The trustees interpret this restriction to exclude commercial parking from being allowed at any place, though not free public parking.
- e. No “inn or hotel, flat, apartment-house, boarding house, or lodging house” may exist on a residential lot. The trustees interpret this to restrict use of a private home, whether occupied or unoccupied, for **Airbnb** or any other temporary or ongoing rental for commercial purposes to persons who are not part of the primarily occupying family unit. Again, University City codes apply.
- f. A 1926 amendment to the Trust Agreement allowed that all lots in **Block 10 and Lots 1 and 2 of Block 2** “could have offices and retail stores or places of business either with or without flats or apartments above the first floor.” This is the area now occupied by half of the Lewis Center, the Harvard building and grounds, and half of the new (*AKA current*) library property. The restriction requiring only single-family residential use does not apply to this area.

g. Another restriction exists in the original Trust Agreement on use for “any public pool or billiard room, any gambling establishment, or any bar, saloon, or place for the sale of beer, wine or intoxicating liquors, or any nuisance of any sort.” Your trustees also intend to enforce this restriction should any proposal be made to violate it. The definition of nuisance remains to be addressed on a case-by-case basis.

h. **Block 4** was considered a special case in the original Trust Agreement, housing the “offices and printery of *The Woman’s Magazine*.” It is now occupied by the city hall, old library, old police station and new temporary police facility. This area is zoned public activity. So, the current uses are allowable under the “special case” clause in our indenture. Your trustees still consider that all other restrictions of the Trust Agreement apply to this property and will defend this position again in the Circuit Court if considered necessary.

5. Additional Operational Restrictions and Procedures not necessarily in the Trust Agreement.

- a. **Permits:** The City of University City has some processes requiring trustee approval before they will consider certain permits. These include **fence** permits, **shed** permits, and any **exterior construction project**, including **decks**. In most cases this simply means you should have a trustee review your drawings before submittal and attach a signed approval or write it on the drawing.
- b. University Heights Subdivision No.1 is historically landmarked [#80004391: St. Louis County.] Our historic landmark designation does not have restrictions such as types of windows allowed, building facing requirements, colors, restriction of garages and driveways to rear entrance only, etc. However, two trustees **must approve any exterior building project** prior to submission for City Permit. The trustees reserve the right to reject proposals in the interest of the primary intent of the indenture, i.e., to “maintain high-quality residential property.”

- c. Installation of **sidewalks and driveway aprons** is the responsibility of your trustees. Do not make changes without trustee approval. We are seeking through attrition to arrive at uniformity in coloration of concrete in common areas.
- d. Planting and maintenance of the **tree lawns** is technically the responsibility of your trustees. Trustee approval is required for major changes- trees, shrubs, rocks, benches, paving. Minor changes like ground cover plantings do not require approval. Residents must not prune, plant or damage the trees in the tree lawn. Call Judy Harmon (863-6159) our tree manager if a tree lawn tree in front of your residence needs care. If you need a carriage walk installed (concrete area between sidewalk and street, even to include ADA accessibility) talk with a trustee.
- e. **You are expected to shovel snow** from the sidewalks in front of your home, **remove weeds** from sidewalk cracks, **keep those sidewalks free of debris**, and **remove leaves from curbs and driveway aprons** in front of your home. Since the subdivision has very limited paid maintenance, you are also encouraged to pick up and dispose of trash on streets or sidewalks or common areas as you see it.
- f. The subdivision owns three common areas, or **Vacant Lots**, one at Radcliffe and Columbia, one at the north end of Harvard, and one a seven-foot-wide strip extending from the northeast gate to Vernon Avenue. Maintenance of these vacant areas is the responsibility of your trustees. You may use these areas for family or group events as long as you are responsible and attentive to the needs of other neighbors. Do not park vehicles on the vacant lots.
- g. The City of University City provides dates for **removal of leaves**. The dates are posted on signs for the East Area. Leaves are to be placed in the street beside the curb no earlier than Saturday prior to the Monday date given by the City. Our storm drains are old and get clogged when the leaves wash into them. Also, parking on leaves with a hot exhaust pipe can cause a fire. We try to keep our leaves off the street until close to pick-up.

- h. The City provides dates for **large-item trash pickup**. Please observe the limitations. Do not place items in front of your home any sooner than three days before the posted pickup date. Reference the City calendar for dates.
- i. **Dumpsters and moving-pods** are helpful when we are doing construction or moving, but placement on the street can create a hazard. If at all possible, place the dumpster or pod on your driveway and do not block the sidewalk. If you find it necessary to use the street instead, consult a trustee to get approval. University City requires a permit for a dumpster.
- j. **Parked construction equipment and vehicles** are not to be left overnight on the streets in University Heights without specific approval of a trustee.
- k. The **speed limit** in University Heights is 20 mph. Please respect your neighbors and the safety of all by complying.
- l. The City of University City restricts the operation and **noise** of mechanical equipment including lawn mowers to between 7 am and 7 pm. Please respect your neighbors by complying.
- m. **Burning of trash, grass and leaves is prohibited** in University City. Outdoor grills and recreational fire pits are allowed as long as they are contained.
- n. **Use of Fireworks and Gunfire are prohibited** in University City. Please report violators to the University City Police Department.
- o. **Door to Door solicitation** is allowed in University City. Solicitors who want to speak with residents are required to register using the application on the City website. Solicitation hours are 9 am to 7 pm in the fall/winter daylight savings time period and 9 am to 8:30 pm in spring and summer. If you are in doubt please report violators to the University City Police Department.

6. Effective Date of these rules

These rules are formally effective by action of the trustees, January 1, 2019.

Copies of this guide, the Trust Agreement (aka the indenture) and the 2006 supplement are available in electronic form on our website:
www.universityheightsonline.com

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