1003.173 Trust Indentures and Warranty Deeds.


This section contains the regulations for trust indentures and warranty deeds. Any trust indenture or warranty deed required to be recorded with a development authorized by a Planned District or Special Procedure Permit shall meet the requirements of this section.

2. Submission and Review Procedure.

Trust indentures and warranty deeds shall be submitted to and approved by the Director of Planning and the County Counselor as to legal form and compliance with the regulations of this section. Submitted with a trust indenture shall be a written legal opinion prepared and signed by an attorney licensed to practice law in the State of Missouri, setting forth the attorney's legal opinion as to the legal form and effect of the trust indenture. Approved trust indentures and warranty deeds shall be filed with the Recorder of Deeds of St. Louis County simultaneously with recording of the subdivision record plat.


The following provisions shall be included in the trust indentures:

(1) Election of Trustees.

The initial board of trustees may be appointed by the developer. One-third of the trustees shall be chosen by purchasers of developed lots or units after fifty (50) percent of the lots or units have been sold; two-thirds of the trustees shall be chosen by purchasers of developed lots or units after ninety-five (95) percent of the lots or units have been sold; all of the trustees shall be chosen by purchasers of developed lots or units after all of the lots or units have been sold. The trust indenture shall provide for the method and time of the election of trustees.

(2) Vacancies on the Board of Trustees.

Where the provisions of a trust indenture cannot be fulfilled by reason of unfilled vacancies among the trustees, the County Council may upon the petition of any concerned resident or property owner of the subdivision, appoint one or more trustees to fill vacancies until such time as trustees are selected in accordance with the trust indenture. Any person so appointed who is not a resident or property owner within the subdivision shall be allowed a reasonable fee for his services by the order of appointment, which fee shall be levied as a special assessment against the property in the subdivision, and which shall not be subject to any limitations on special assessments contained in the trust indenture or elsewhere.

(3) Term of the Indenture and Title to Common Ground.

The term of the indenture shall be for the duration of the subdivision. In the event the subdivision is vacated, thereafter, fee simple title shall vest in the then lot or unit owners as tenants in common. The rights of the tenants shall only be exercisable appurtenant to and in conjunction with their lot or unit ownership. Any conveyance or change of ownership of any lot or unit shall convey with it ownership in the common property, and no interest in the common property shall be conveyed by a lot or unit owner except in conjunction with the sale of a lot or unit. The sale of any lot or unit shall carry with it all the incidents of ownership of the common property although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the trustees shall be abrogated.