

SPRING CREEK CONDOMINIUM ASSOCIATION
3700 Candlewyck Club Drive – Florissant, MO 63034
(314) 839-9812

springcreekcondos@outlook.com
www.neighborhoodlink.com/Spring_Creek_Condo

LEASE PREPARATION INSTRUCTIONS

1. All blanks must be filled in. If a blank space does not pertain to the Owner/Landlord or the Tenant, "N/A" should be entered into the blank space.
2. Page 2 and Page 3: There are two lines in the right margin. Both the Owner/Landlord and the Tenant must initial in these places to acknowledge they have read the document(s). Page 3 has two places to initial.
3. Page 4 – Item 21: must be marked appropriately.
4. Page 5 – Form 2161: If this is a direct lease between the Owner/Landlord and the Tenant, please check the line that states "Not applicable – Broker not involved", and both Tenant and Owner/Landlord must sign at the bottom of the page. If a Broker is involved, the remainder of the document must be completed.
5. Page 6 – Form 2119: This form must be completed and signed by both the Owner/Landlord (Lessor) and the Tenant (Lessee). Again, if a Broker is involved, that information is also required.
6. Page 7 – Exhibit 1: Assignment of the recreational facilities must be marked. The Owner/Landlord has the right to keep the facilities (pool, tennis court, basketball court) for the Owner/Landlord's use. An Occupancy Permit must accompany the signed Lease. Occupancy may not take place without the Occupancy Permit and Board approval.
7. Page 8 – Exhibit 2: Tenant Information Form must be completed and signed by the Owner/Landlord and the Tenant.
8. Page 9 – Exhibit 3: The bottom half of the form is to be completed by the Owner/Landlord only. The top half of the form must not be completed.
9. Page 10 – Exhibit 4: This form is for office use only and must be left blank.

During completion of the forms, if you have any questions, please contact the office.

RESIDENTIAL LEASE

(Intended for use with houses and for use with condominiums, villas or similar lifestyle properties)

DATE: _____

Owner a/k/a Landlord Name: _____

1. **PARTIES AND PROPERTY.** Tenant Name: _____

Tenant, agrees to lease from the undersigned Landlord the following real property located in the
County _____ of St. Louis Missouri, known as and described as follows:
_____ Candlewyck Club Drive, Unit # _____, Florissant, MO 63034

2. **TERMS** Tenant agrees to pay a total of \$ _____ to Landlord for the rental period
of 12 Months beginning _____ and ending on _____.
Tenant covenants and agrees to pay a monthly rental fee of \$ _____ in advance on the
_____ day of each month during the term of this lease. The first month's rent shall be paid on
_____. If Tenant takes possession of the property in advance of the term, all conditions of this
lease shall prevail and rent shall be paid pro rata to the beginning of the month. In the event the Landlord receives
the rental payment on or before the due date each month, a \$ _____ discount shall be applied
to the monthly payment.

3. **ADDITIONAL RENT** All monthly rent payments shall be paid on or before the due date without a
grace period and if not received by Landlord when due, then in addition to other remedies which are
contained herein or as may be provided by law, Tenant agrees to pay additional rent of \$ _____ per
day for each day such rent or partial rent is overdue as liquidated damages, actual damages being impossible to
ascertain. An insufficient check shall incur the same additional rent until such time as the check is made good. All
rental payments shall be paid to Owner/Landlord and
delivered to: Owner/Landlord or to
such other place as the Landlord may, from time to time, direct.

4. **SECURITY DEPOSIT** The security deposit of \$ _____ payable upon execution of this lease, shall
be held by Owner/Landlord (Landlord if none other specified), without interest to Tenant for
the term of this lease, in part, as a guarantee of the performance by the Tenant of the agreements contained herein.
Landlord is hereby authorized to expend from this deposit, such sums necessary to clean the premises and correct
or repair damage done by the Tenant or Tenant's guests or invitees. Within thirty (30) days after the termination of
the tenancy or recovery of possession by Landlord (whichever is later), Landlord shall either return to the Tenant
the full security deposit or furnish a written itemized list and cost or estimated cost of any such damages or reasons
for which the security deposit or any portion thereof is being withheld along with the balance of the security deposit,
if any. In the event the security deposit is not sufficient to correct or repair the damage or restore the loss due to
Tenant's non performance, then Tenant agrees to pay such additional amount upon notification of the dollar amount.
The security deposit is not to be construed by the Tenant as a payment of any installment of rent due under the terms
of this lease. The security deposit refund may be in one check, jointly payable to all Tenants and such refund check
and itemization of deduction may be mailed to one Tenant only.

NOTE: IN NO EVENT SHALL SECURITY DEPOSIT BE USED BY TENANT AS ANY PART OF RENT.
Missouri Landlord and Tenant Act Chapter 441 and 535 RsMo states that a tenant may not apply or deduct
any portion of the security deposit in payment of rent.

5. **RETURNED CHECK** There shall immediately accrue a charge of \$ _____ as additional rent, for each event
of any check delivered to the Landlord, which upon presentation to the designated depository thereon, is dishonored
for reason of insufficient funds, account closed, payment stopped or otherwise. At any time after such
an occurrence, Landlord may require all subsequent amounts payable under this lease to be paid by Tenant in the
form of cash, cashiers check or money order.

- 51 6. **USE OF PROPERTY** Tenant agrees that the property shall be occupied by no more than _____ person(s), as a
52 residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or
53 otherwise identified herein, and shall not be used for any other purpose whatsoever, however, Tenant shall be
54 permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all
55 applicable laws regulating the use of the property. Failure to comply will cause a default of this agreement.
56
- 57 7. **GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT** Before possession and if required by any
58 applicable governmental authority, Landlord shall comply with occupancy code requirements. Tenant shall obtain an
59 occupancy permit.
60
- 61 8. **POSSESSION** Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during
62 the term hereof without interference by the Landlord provided that Tenant observes and performs all of the
63 agreements contained herein. Landlord's liability for failure to deliver possession on the specified
64 date shall be limited to the abatement of rent due from Tenant until possession is delivered.
65
- 66 9. **ILLEGAL DRUG WARNING** Illegal drug trafficking, manufacturing or use is a violation of law and this lease,
67 subjecting Tenant to all applicable penalties. In the event Tenant or any member of Tenant's family or any of
68 Tenant's guests, invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal
69 drugs while on Landlord's property, it shall be just cause for the termination of this lease and the eviction of the
70 Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been convicted of
71 crimes related to methamphetamine.
72
- 73 10. **ACCESS BY LANDLORD** Tenant shall assume all responsibility for the terms and conditions of this lease at the
74 time of occupancy but no later than the first day of the term hereof. Landlord shall be entitled and shall have the
75 right, at all reasonable times, to inspect said property for any damage or destruction or to determine whether or not
76 Tenant is performing and observing all of the agreements contained herein, and for the purpose of making any necessary
77 repairs. For a period of 60 days prior to the expiration or termination of this lease, Landlord shall have the right of
78 access to the property at all reasonable times for the purpose of showing to prospective tenants, buyers, appraisers,
79 lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or any of Tenant's
80 guests, invitees, agents or employees for any loss, injury or damage to them or their personal property from any
81 cause whatsoever, except Landlord's gross and willful negligence.
82
- 83 11. **RESPONSIBILITIES OF LANDLORD** In addition to other responsibilities set forth elsewhere in this lease,
84 Landlord shall be responsible for the cost to maintain the residence in good and habitable condition including costs
85 associated with reasonable wear and tear of the tenant, except as provided for damages caused by Tenant's neglect
86 and except as provided for in section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord
87 as regards to any prior use of the property as a lab, production or storage site of methamphetamine or was the
88 residence of a person convicted of crimes related to methamphetamine.
89
- 90 12. **LIABILITY AND INDEMNITY** Landlord shall not be liable to Tenant, Tenant's guests or other occupants or
91 persons on the premises for personal injury, property damage or other losses to such persons or their property caused
92 by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke, or any other cause. Furthermore, Tenant
93 agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any person, or
94 for damage of property arising from the use and occupancy of the premises by Tenant or from the act or omission of any
95 person or persons, including Tenant in or about the leased premises with the express or implied consent of Tenant. Landlord
96 requires Tenant to obtain personal household contents and personal liability insurance. (See section 14.) Landlord shall have
97 no duty to furnish smoke detectors, except as required by law, however, if furnished, Tenant is responsible for keeping
98 them operational by furnishing batteries. (See section 14.)
99
- 100 13. **MULTIPLE TENANTS:** Each Tenant is jointly and individually liable for all obligations and sums due under this
101 lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to any adult
102 Tenant is notice to all Tenants.
103
- 104 14. **RESPONSIBILITIES OF TENANT:** In addition to other responsibilities set forth in the lease, Tenant shall:
105 • Pay all utilities when due including, if applicable, electric, gas, ~~water, and trash removal~~. Tenant shall make
106 arrangements for such services prior to occupancy and shall maintain such services (and, when necessary, provide heat
107 for the building) throughout the term of the lease. Water and trash removal is provided by Spring
108 • Obtain personal liability insurance and, if desired, personal household contents insurance. Creek Condominium
109 • Inspect smoke alarms monthly, if applicable, and replace batteries when needed. Association.
110 • Change furnace filter regularly (at least every three months) if residence has a forced air system. _____

- 111 • Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc.
- 112 • Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly.
- 113 • Comply with subdivision/condominium rules and regulations, a copy of which, if applicable, is attached. _____
- 114 and Declaration and By-Laws. _____

115 Except where the following exterior maintenance items are provided for by the subdivision/condominium, Tenant
116 shall also:

- 117 1. Keep sidewalks and driveways free from snow, ice and anything that may present a danger to Tenant or others.
- 118 2. Keep grass cut, watered and trimmed and reasonably free of leaves and debris.
- 119 3. Provide the necessary and proper care for shrubs and trees.
- 120 4. Maintain gutters and downspouts so as to be clean and operable.

122 It is further understood, acknowledged and agreed that Tenant shall:

- 124 • Be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else.
- 125 • Be responsible for the cost of pest/insect control, except for wood destroying insects/pests, first reported to landlord
- 126 30 days or later after possession.
- 127 • Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not
- 128 intact and properly sealed so as to prevent water penetration behind such seals when such condition was not reported,
- 129 in writing, to Landlord before damage occurred.
- 130 • Be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets or drains, if caused by rags, excessive grease,
- 131 glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else.
- 132 • Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence
- 133 of Tenant or Tenant's invitees or guests.
- 134 • Be responsible to immediately notify Landlord, in writing, of any repairs needed that, if left unattended, would result
- 135 in damage to the residence.

137 In addition, it is understood, acknowledged and agreed that Tenant:

- 139 • Shall keep no pets on the property without the express written consent of Landlord.
- 140 • Shall not paint, or install or remove wallpaper, or otherwise alter the residence in any manner without the written
- 141 consent of Landlord.
- 142 • Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this
- 143 lease. Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith
- 144 or other contractor service fee.
- 145 • Shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle
- 146 parking.
- 147 • Shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written
- 148 consent of Landlord
- 149 • Shall not store flammable or hazardous materials, except nominal amounts of gasoline, which is to be stored
- 150 in proper containers.
- 151 • Shall refrain from activities of any kind that would interfere with any neighbors peaceful enjoyment of the property
- 152 they occupy.
- 153 • Shall not assign this lease or sublease or rent any portion of the property to anyone else.
- 154 • Shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell), and Spring
- 155 • Shall, upon vacating, remove all personal property belonging to Tenant and shall thoroughly clean the property and Creek
- 156 shall pay Landlord's cost of professional carpet cleaning to be done after vacating. Office.
- 157 • Shall pay all attorneys fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of _____
- 158 rent or late charges or any other breach of this lease by Tenant, including eviction cost. _____
- 159

160 15. **HOLDOVER.** If Tenant holds over and fails to vacate on or before the agreed upon move-out date (end of lease
161 term, or any renewal or extension period, or the move-out date agreed to by the parties), Tenant shall be liable to
162 pay double rent for the holdover period and shall indemnify Landlord and/or prospective tenants or buyers
163 for damages (i.e., lost rent or profits of sale, lodging expenses and attorney's fees).

164
165 16. **DESTRUCTION OF PROPERTY.** In the event the property is rendered partially uninhabitable by fire or other
166 casualty, rent shall be reduced proportionally until such time as property is habitable. Landlord shall proceed immediately
167 to render the property habitable and if repairs are not completed within 30 days after the date of the damage or loss,
168 then Tenant shall have the option of terminating this lease immediately thereafter by giving Landlord written notice
169 of termination. If the property is totally destroyed or rendered uninhabitable by reason of fire or other casualty, the
170 lease shall immediately terminate.

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17. **CONDEMNATION.** In the event of condemnation under governmental right of eminent domain or otherwise or in the event of a sale of the property under threat of such condemnation, Landlord may terminate this lease but not without written notice to Tenant not less than sixty (60) days in advance of the rent due date.

18. **DEFAULT BY TENANT.** In the event of a default by Tenant of any rent payment or in the performance of or compliance with any agreements contained herein, Landlord shall, without demand, be entitled to possession of the property. Tenant shall, upon written demand by Landlord, quit and surrender said property to Landlord. Tenant's obligation to pay rent for the full term shall not be terminated, provided however, that Tenant shall be entitled to credit for any rent thereafter collected by the Landlord for re-renting said property during any part of the balance of the term hereof, less any expenses in connection therewith. The remedies provided for in this paragraph shall be in addition to the other remedies provided for herein or as provided by law.

Failure by Landlord to enforce or demand performance of any obligation of Tenant, or to seek remedy for breach thereof shall not waive or excuse defaults of other obligations nor further defaults of the same obligation.

19. **ABANDONMENT.** If Tenant is absent from the premises for five (5) consecutive days following notice of default of this lease, or if Tenant leaves personal property at the premises after the termination of the lease, all personal property found in or on the premises may be deemed by Landlord to be abandoned. Landlord may peaceably enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant. Cost of removal of personal property shall be paid by Tenant.

20. **INSPECTION OF PROPERTY** Tenant acknowledges having inspected said property prior to the execution of this lease and finds the same to be in good, safe, and clean condition and repair except as may be otherwise noted. Tenant further agrees to keep said property in as good and clean condition and repair as when so inspected and when first occupied, and will keep said property free from any debris, trash and filth, and will not do anything to create a danger of fire or cause an increase in insurance rates or to cause a cancellation of insurance. Upon the expiration of this lease or its termination, Tenant will surrender possession of the leased property (including any Landlord owned personal property) in as good, clean and safe condition and repair as on the date of this lease except for reasonable wear and tear. Tenant agrees that no representation as to condition has been made and that no promise to decorate, alter, repair or improve the property has been made except what has been set forth herein. Before executing this agreement, Tenant should contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area. If Tenant is not satisfied with such information, Tenant should not lease this property.

21. **CHECK ONE** This lease agreement is part of a Lease/Purchase agreement, Sale Contract is attached.
 This lease agreement is for lease only, attach Form #2161 for Relationship Disclosure and Form #2119 for Lead Based Paint Disclosure.

22. **SPECIAL AGREEMENTS:**

Landlord Tenant is a real estate licensee and is acting as a principal party in this contract.

Landlord Date Tenant Date

Landlord Date Tenant Date

This document has legal consequences.
If you do not understand it, consult your attorney.

©ST. LOUIS ASSOCIATION OF REALTORS®,
Approved by Counsel for the St. Louis Association of Realtors®
to be used exclusively by Realtors®.

Form #2119

12/99

**PRE-1978 HOUSING RENTAL AND LEASES
DISCLOSURE OF INFORMATION
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

LEASE DATED: _____

PROPERTY: _____ Candlewyck Club Dr., Unit #_____, Florissant, Missouri 63034

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Lessor certifies that this structure was built in 1978 or later.

Lessor certifies that this structure was built before 1978, but Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Lead-based paint and/or lead-based paint hazards are present in the housing (explain);

(b) Records and reports available to the Lessor (check one below):

Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial appropriate blanks)

_____ Lessee has received copies of all information listed above.

_____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ Listing Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: _____ Date _____ Lessee: _____ Date _____

Lessor: _____ Date _____ Lessee: _____ Date _____

Agent: _____ Date _____ Agent: _____ Date _____

(NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker)

SPRING CREEK CONDOMINIUM ASSOCIATION
LEASE ADDENDUM

- The Owner and Tenant will comply with all of Spring Creek's Rules and Regulations, Declarations and By-laws. Owner will provide to Tenant a current copy of Spring Creek's Rules and Regulations, Declarations and By-laws.
- The Owner will supply to the Association (prior to occupancy of the unit) Tenant's St. Louis County Occupancy Permit.
- The Owner acknowledges that the Owner will pay the condominium fees and any special assessments directly to the Association. The Tenant is not responsible for these fees.
- The Owner:
 _____ **is assigning**
 _____ **is not assigning**

the Recreational Facilities to the Tenant (Owner, please mark one).

- **The Association will levy a fine in the amount of \$500.00 payable to the Association for non-compliance for the items below:**
 - **Completed Lease (in the Association's format and prior to occupancy) with the following attachments:**
 - (i) **Form #2161 (Relationship Disclosure),**
 - (ii) **Form #2119 (Lead-Based Paint Disclosure),**
 - (iii) **Exhibit #1 (this Lease Addendum), and**
 - (iv) **Exhibit #2 (Rental Information Form).**
 - **Owner will supply to the Association (prior to occupancy) Tenant's St. Louis County Occupancy Permit.**
- If the fines are not paid within 45 days after the fine is levied, the Owner's account will be sent to collection. Any and all court and attorney fees will be the responsibility of the Owner.
- The Owner acknowledges that the Association has the right to further legal action and recourse up to and including eviction if necessary.
- The Owner will be held liable for any violation of the Association's rules by the Tenant and that a Notice of Violation will be sent to the Owner and Tenant.
- If you currently have a Tenant, you must submit a new Lease (with the following attachments: Form #2161, Form #2119, Exhibit #1 and Exhibit #2) to the Board 60 days prior to the expiration of your current lease. (See Exhibit 4 that will be sent out to the Owner prior to expiration of your current lease.)

Unit Owner/Date

Unit Tenant/Date

SPRING CREEK CONDOMINIUM ASSOCIATION
TENANT RENTAL INFORMATION FORM

Unit Address:	_____ Candlewyck Club Drive, Unit #_____, Florissant, MO 63034
Full Name of Tenant:	_____
Spouse Full Name:	_____
Other Occupants: (Provide Relationship & Ages):	_____ _____ _____
Pet: (Please provide a photo of your pet.)	Breed: _____ Date of Vaccination: _____ Age: _____ Color: _____ Weight: _____
Telephone Numbers:	Home: _____ Work: _____ Cell: _____
Term of Lease:	From: ____/____/____ To: ____/____/____ (Note: Maximum of 12 months.)
Original Occupancy Date:	_____ (If this is a lease renewal, please provide original date of occupancy – not the date of the renewal.)

I/we fully understand the Rules of the Association and agree to abide by them.

Owner's Signature

Tenant Signature

SPRING CREEK CONDOMINIUM ASSOCIATION

LEASE APPROVAL LETTER

TO OWNER

Date: _____

To: _____

From: _____

Spring Creek Condominium Association approves the rental of _____ Candlewyck Club Drive, Unit #____, Florissant, Missouri 63034 to _____ (name of Tenants) from _____ (present Owners), for a period not to exceed twelve months commencing _____ (date), and terminating on _____ (date), on the condition that the tenants agree to abide by all rules and regulations and have met with the designate of the Board of Directors.

Below is a tear off form for you to complete and return to the office so that we have all of your current contact information on file.

Thank you.

Lease Approval Letter
Exhibit 3
Rev: 10/2012

CUT HERE & SUBMIT THE BELOW:

Unit Address:	_____ Candlewyck Club Drive, Unit #____, Florissant, MO 63034
Owner Name:	_____
Owner Address:	_____ _____
Owner Telephone #	Daytime: _____ Evening: _____ Cell Phone: _____
Owner Email Address:	_____

Lease Approval Letter
Exhibit 3
Rev: 10/2012

SPRING CREEK CONDOMINIUM ASSOCIATION

LEASE RENEWAL NOTICE

(To be sent 60 days prior to renewal)

The Lease of Unit _____ # _____ will expire on _____ .

Pursuant to the Board of Director's written notice dated October ____, 2012, all leases must be submitted using the attached pre-approved Lease with Form #2161, Form #2119, Exhibit #1 and Exhibit #2 attached.

Please submit the executed Lease, Forms and Exhibits to the Board of Directors for approval no later than _____. The Board of Directors will notify you whether or not the new Lease is renewed for another twelve (12) months.

If Owner intends to re-occupy the unit, please notify the office in writing of this fact.

If you have any questions, please feel free to call the office at 314-839-9812.

Lease Renewal Notice
Exhibit 4
Rev: 10/2012