

SPRING CREEK CONDOMINIUM ASSOCIATION

3700 Candlewyck Club Drive – Florissant, MO 63034

(314) 839-9812

springcreekcondos@sbcglobal.net

www.springcreekcondo.org

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 spaces.
2. Page 2 and Page 3: There is a blank line at the top of Page 2 that needs to be filled in by a number. On Page 3 both the Owner/Landlord and the Tenant must initial in these three places to acknowledge they have read the document(s).
3. Page 4 – Item 21: must be marked appropriately.
4. Page 5- Exhibit A: 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 this page. If a Broker is involved, the remainder of the document must be completed.
5. Page 6 – Exhibit B: The 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.

SPRING CREEK CONDOMINIUM ASSOCIATION

RESIDENTIAL LEASE

Date: _____

1. PARTIES AND PROPERTY:

Owner a/k/a Landlord Name: _____

Tenant Name: _____

Tenant, agrees to lease from the undersigned Landlord the following real property located in the

County of _____, Missouri known as and described as follows:

_____ Candlewyck Club Drive, Unit # _____ Florissant, Missouri 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 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, \$ _____ discount shall be applied to the monthly payment.

3. ADDITION 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 _____ and delivered to _____ 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 the lease shall be held by _____ (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 the deposit, such sums necessary to clean the premises and correct or repair damage done by the Tenant or Tenant's guest 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 insufficient 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 forms of cash, cashiers check or money order.

6. USE OF PROPERTY: Tenant agrees that the property shall be occupied by no more than _____ person(s), as a residence for Tenant and Tenant's immediate family or other such persons identified on Tenant's application or otherwise identified herein, and shall not be used for any other purpose whatsoever, however, Tenant shall be permitted to entertain guests for limited periods of time, not to exceed two weeks. Tenant shall comply with all applicable laws regulating the use of the property. Failure to comply will cause a default of this agreement.

7. GOVERNMENTAL INSPECTIONS AND OCCUPANCY PERMIT: Before possession and if required by any applicable governmental authority, Landlord shall comply with occupancy code requirements. Tenant shall obtain an occupancy permit.

8. POSSESSION: Landlord will permit Tenant to quietly and peaceably hold, occupy and enjoy said property during the term hereof without interference by the Landlord provided that Tenant observes and performs all of the agreements contained herein. Landlord's liability for failure to deliver possession on the specified date shall be limited to the abatement of rent due from Tenant until possession is delivered.

9. ILLEGAL DRUG WARNING: Illegal drug trafficking, manufacturing or use is a violation of law and this lease, subjecting Tenant to all applicable penalties. In the event Tenant or any member of Tenant's family or any of Tenant's guest, invitees, agents or employees uses or is involved in the use, distribution or manufacture of illegal drugs while on Landlord's property, it shall be just cause for the termination of the this lease and the eviction of the Tenant. Tenant warrants to Landlord that Tenant or any other resident of the property has never been convicted of crimes to methamphetamine.

10. ACCESS BY LANDLORD: Tenant shall assume all responsibility for the terms and conditions of this lease at the time of occupancy but no later than the first day of the term hereof. Landlord shall be entitled and shall have the right, at all reasonable times, to inspect said property for any damage or destruction or to determine whether or not Tenant is performing and observing all of the agreement contained herein, and for the purpose of making any necessary repairs. For a period of 60 days prior to the expiration or termination of this lease, Landlord shall have the rights of access to the property at all reasonable times for the purpose of showing to prospective tenants, buyers, appraisers, lenders and inspectors. Landlord shall not be liable to Tenant or any member of Tenant's family or any of Tenant's guest, invitees, agents or employees for any loss injury or damage to them or their personal property from any cause whatsoever, except Landlord's gross and willful negligence.

11. RESPONSIBILITIES OF LANDLORD: In addition to other responsibilities set forth elsewhere in this lease. Landlord shall be responsible for the cost to maintain the residence in good and habitable condition including costs associated with reasonable wear and tear of the tenant, except as provided for damages caused by Tenant's neglect and except as provided for in section 14. Landlord has disclosed to Tenant, in writing, any facts known to Landlord as regards to any prior use of the property as a lab, production or storage site of methamphetamine or was the residence of a person convicted of crimes related to methamphetamine.

12. LIABILITY AND INDEMNITY: Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the premises for personal injury, property damage or other losses to such persons or their property caused by theft, burglary, assault, other crimes, fire, water, ice, wind, rain, smoke, or any other cause. Furthermore, Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any person, or for damage of property arising from the use and occupancy of the premises by Tenant or from the act or omission of any person or persons, including Tenant in or about the leased premises with the express or implied consent of Tenant, Landlord requires Tenant to obtain personal household contents and personal liability insurance. Landlord shall have no duty to furnish smoke detectors, except as required by law, however, if furnished, Tenant is responsible for keeping them operational by furnishing batteries. (See section 14.)

13. MULTIPLE TENANTS: Each Tenant is jointly and individually liable for all obligations and sums due under this lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to any adult Tenant is notice to all Tenants.

14. RESPONSIBILITIES OF TENANT: In addition to other responsibilities set forth in the lease, Tenant shall: (a) Pay all utilities when due including, if applicable, electric and gas. Tenant shall make arrangements for such services prior to

occupancy and shall maintain such services (and, when necessary, provide heat for the building heat for the building) throughout the term of the lease. Water and trash removal is provided by Spring Creek Condominium Association. (b) Obtain personal liability insurance and, if desired, personal household contents insurance. (c) Inspect smoke alarms monthly, if applicable, and replace batteries when needed. (d) Change furnace filter regularly (at least every three months) if residence has a forced air system.

(e) Keep air conditioner compressor clean and free of debris, leaves, grass clippings, etc. (f) Keep garbage, trash, waste and debris in proper containers and dispose of same at least weekly. (g) Comply with subdivision/condominium rules and regulations, Declaration and By-Laws.

It is further understood, acknowledges and agreed that Tenant shall:

(1) Be responsible for the cost of repair of glass, screens and doors if damaged by accident or neglect of Tenant or anyone else. (2) Be responsible for the cost of pest/insects control, except for wood destroying insects/pests, first reported to Landlord 30 days or later after possession. (3) Be responsible for the cost of repairs to bath, tub/shower enclosures, tile, walls and floors if grout or caulk is not intact and properly sealed so as to prevent water penetration behind such seals when such condition was not reported, in writing, to Landlord before damage occurred. (4) Be responsible for the cost of repairs to garbage disposal (if any), bathtub, toilets, or drains, if caused by rags, excessive grease, glass, metal, plastic, etc. or any accident or neglect of Tenant or anyone else. (5) Be responsible for any other cost incurred by Landlord (repairs or otherwise) resulting from accident or negligence of Tenants' invitees and guests. (6) Be responsible to immediately notify Landlord, in writing, of any repairs need that, if left unattended, would result in damage to the residence.

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

(A) Shall keep no pets on the property without the express written consent of Landlord. (B) Shall not paint, or install or remove wallpaper, or otherwise alter the residence in any manner without the written consent of Landlord. (C) Shall not alter, replace or add door or window locks and shall return all keys to Landlord upon termination of this lease. Landlord agrees to change locks upon request of Tenant and receipt of payment for the applicable locksmith or other contractor service fee. (D) Shall not park or allow guests to park anywhere on the property except in regular spaces provided for such vehicle parking. (E) Shall not park or store any recreational vehicle, trailer or commercial vehicle on the property without the written consent of Landlord. (F) Shall not store flammable or hazardous materials, except nominal amounts of gasoline, which is to be store in proper containers. (G) Shall refrain from activities of any kind that would interfere with any neighbors peaceful enjoyment of the property they occupy. (H) Shall not assign the lease or sublease or rent any portion of the property to anyone else. (I) Shall keep Landlord informed at all times of Tenant's current phone numbers (residence, work and cell) and Spring Creek Office.

(K) Shall pay all attorneys fees and court costs in the event legal proceedings are instituted by Landlord for non-payment of rent charges or any other breach of this lease by Tenant, including eviction cost.

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

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

17. CONDEMNATION: In the event of condemnation under governmental right of eminent domain or otherwise or in the event of 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 the date of the 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 for 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 Exhibit A for Relationship Disclosure and Exhibit B for Lead Based Paint Disclosure.

22. SPECIAL AGREEMENTS:

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

_____	_____	_____	_____
Landlord	Date	Tenant	Date
_____	_____	_____	_____
Landlord	Date	Tenant	Date

EXHIBIT A
RELATIONSHIP DISCLOSURE
ADDENDEM TO RESIDENTIAL LEASE

LEASE DATE: _____

PROPERTY: _____ Candlewyck Club Drive, Unit # _____ Florissant, Missouri 63034

LANDLORD: _____ **TENANT:** _____

_____ **Not applicable – broker not involved.**

Tenant and Landlord confirm that disclosure of the licensee's relationship was made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change to the relationship.

Licensee assisting Landlord is a: (check appropriate box)

- Landlord's Agent: Licensee is acting on behalf of the Landlord.
- Tenant's Agent: Licensee is acting on behalf of the Tenant.
- Dual Agent: Licensee is acting on behalf of both Landlord and Tenant
- Designated Agent: Licensee has been designated to act on behalf of the Landlord.
- Transaction Broker Assisting Landlord: Licensee is not acting on behalf of either Landlord or Tenant.

Licensee assisting Tenant is a: (check appropriate box)

- Tenant's Agent: Licensee is acting on behalf of the Tenant.
- Dual Agent: Licensee is acting on behalf of both Tenant and Landlord.
- Designated Agent: Licensee has been designated to act on behalf of the Tenant.
- Transaction Broker Assisting Tenant: Licensee is not acting on behalf of either Tenant or Landlord.
- Landlord's Agent: Licensee is acting on behalf of Landlord.
- Subagent of Landlord: Licensee is acting on behalf of Landlord

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

Sources of Compensation to Broker(s), including commissions and/or other fees: ___ Landlord ___ Tenant

By signing below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

BROKERAGE FIRM ASSISTING TENANT

LISTING BROKER'S FIRM

BY (Signature) Date

BY (Signature) Date

TENANT DATE

LANDLORD DATE

TENANT DATE

LANDLORD DATE

EXHIBIT B

DISCLOSURE OF INFORMATION

LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

LEASE DATED _____

PROPERTY: _____ Candlewyck Club Drive, 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 rent 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 hazards in the housing

{ } Lead-based paint and /or lead-based 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 document below):

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

Lessee's Acknowledgement (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 Acknowledgement (initial)

_____ Listing Agent has informed the Lessor of the Lessor's obligation 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 thru and accurate.

Lessor: _____ Date _____ Lessee: _____ Date _____

Lessor: _____ Date _____ Lessee: _____ Date _____

Agent: _____ Date _____ Agent: _____ Date _____

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) **Exhibit A (Relationship Disclosure),**
 - (ii) **Exhibit B (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 Saint 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 collections. 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: Exhibit A, Exhibit B, 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

TENANT 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 regulation 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 _____
Owner Email Address	_____

Lease Approval Letter

Exhibit 3

Rev: 10/2012

SPRING CREEK CONDOMINIUM ASSOCIATION

LEASE RENEWAL NOTICE

(To be sent 90 days prior to renewal)

The lease of Unit _____ # _____ will expire on _____. Pursuant to the board of Director's written note date October 24, 2012, all leases must be submitted using the attached pre-approved Lease with Exhibit A, Exhibit B, Exhibit #1, and Exhibit #2 attached.

Please submit the executed Lease and Exhibits to the Board of Director 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 the fact.

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

Lease Renewal Notice

Exhibit 4

Rev: 10/12