

Regulations for Leasing Units in the Greenwich Condominium

Section "15.12 Lease of Unit" in the "Declaration of Condominium and Bylaws of the Greenwich Condominium" states the following:

Each Unit Owner shall have the right to lease the Unit so owned for single family occupancy subject to the following requirements:

- (a) Every lease shall be in writing and shall be subject to all provisions of this Declaration and Bylaws. Further, said lease shall incorporate the rules and regulations of the Condominium by reference thereto and shall include the provision that any violation of said rules and regulations or covenants and provisions of the lease, other than non-payment of rent, shall be additional basis for termination of the lease by the Executive Board.
- (b) Every lease shall be submitted to the Executive Board for review so as to assure compliance with this Declaration.
- (c) Every lease shall appoint the Executive Board (or the Declarant as the case may be) to act as agent and attorney-in-fact for the Unit Owner for the purposes of enforcing the terms, covenants and conditions of said lease, other than the non-payment of rent. If any such violation is not cured within 30 days or such shorter time as may be provided for in the lease, the Executive Board as attorney-in-fact shall have the right of action to evict or otherwise terminate the lease or the tenant possession of the Unit. The Executive Board shall have no liability to the Unit Owner or tenant on account of any action taken pursuant to this Declaration and Bylaws.
- (d) Every lease shall have minimum initial and renewal terms of six (6) months each and no such lease shall be on a month-to-month or holdover basis.

In addition to the above as stated in Section "15.12 Lease of Unit" in the "Declaration of Condominium and Bylaws of the Greenwich Condominium," the following regulations shall apply to the leasing of units:

- (e) A leased Unit shall be defined as the Unit that is not occupied by the Unit Owner but is occupied by other individuals; the vacant Unit shall not be considered to be a leased Unit. In other words, for non-vacant Units, at least one person who is listed on the general warranty deed must be the primary, full-time occupant of the Unit---or the unit will be considered a leased Unit. For example, parents who wish to buy a Unit for a child but who do not plan to occupy the Unit themselves must list the child's name on the deed---or the Unit will be considered to be a leased Unit.
- (f) The Unit Owner (i.e. lessor) may use a boilerplate lease for submission to the Board. All intended full-time occupants of the unit should be listed as tenants (i.e. lessees.). However, please note that per the Declaration & Bylaws of the Greenwich Condominium and City of Saint Louis ordinance, no more than three unrelated individuals may occupy one Unit. In addition, the following wording specific to the Greenwich Condominium must be included in the lease -

“This lease hereby appoints the Executive Board of the Greenwich Condominium to act as agent and attorney-in-fact for the Unit Owner for the purposes of enforcing the terms, covenants and conditions of said lease, other than the non-payment of rent. If any such violation is not cured within 30 days or such shorter time as may be provided for in the lease, the Executive Board as attorney-in-fact shall have the right of action to evict or otherwise terminate the lease or the tenant possession of the Unit. The Executive Board shall have no liability to the Unit Owner or tenant on account of any action taken pursuant to the Declaration and Bylaws.”

“Lessee(s) shall abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto as stated in the Declaration and Bylaws of the Greenwich Condominium or as adopted or promulgated by the Executive Board. The most up-to-date rules and regulations are listed in the ‘Guide to the Greenwich’ available at www.greenwichcondo.org.”

“Per section 5.1 of the Declaration & Bylaws, lessee(s) may not sub-lease, rent, or otherwise grant access to all or any portion of the Unit for short-term occupancy in the manner of ‘Airbnb’ or other similar services.”

“Per the Leasing Regulations, Lessee(s) shall not keep or bring a dog or dogs on the Premises at any time under any circumstances. Should this restriction be violated, the Executive Board of the Greenwich Condominium may exercise its right to initiate eviction proceedings against Lessee(s).”

“Lessee(s) shall move any and all cars associated with occupants of and visitors to the Unit from the sides of N. Boyle Ave. and Lindell Blvd. scheduled for monthly street cleaning in advance of 8 AM on days indicated by the ‘No Parking’ signs.”

“Lessee(s) shall deposit all trash, recycling, and other debris in the locations provided therefor and shall not allow any trash, recycling, or other debris to be deposited or permitted to stand on the exterior of any building or within the common elements, except that Lessee(s) may place trash or recycling outside of the back door of the unit before 9:30 AM on Monday through Friday mornings, excluding legal holidays, for pickup by the groundskeeper of the Greenwich Condominium. Lessee(s) shall not place trash, recycling, or other debris on the back deck at night, on weekends, or on weekdays after 9:30 AM. For self-service, one trash dumpster, one recycling dumpster, and one yard-waste dumpster are available in the back alley directly to the east of the parking lot gate. Lessee(s) should not place trash, recycling, or other debris in the private (non-city) dumpsters on neighboring properties. Also, Lessee(s) shall not use the litter receptacle at the corner of Boyle and Lindell as a dumpster; the receptacle is intended for small items only.”

“The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto which has been submitted to and approved by the Executive Board of the Greenwich Condominium.”

- (g) Every lease must be approved by the Executive Board before Lessee(s) may move into the Unit. Every lease must be accompanied by a letter from the Unit Owner stating that the credit of the prospective Lessee(s) has been checked and deemed acceptable. Should the prospective Lessee(s) move into the Unit before the Unit Owner has complied with both of these requirements, the Unit Owner shall be fined \$100 for each day of the occupancy of the Lessee(s) until the requirements have been satisfied.
- (h) For every month that Lessee(s) occupy the Unit, the Unit Owner shall pay on the first day of the following month a surcharge of \$78* in addition to the Unit Owner's normal monthly condominium fee. The surcharge shall not be prorated for months of partial occupancy; the full surcharge shall apply. The surcharge shall be subject to a late charge of Ten Dollars (\$10.00) per month after the tenth day of the month in which the surcharge becomes due.
- (i) The leasing surcharge shall be increased on January 1 of each year by the percentage of the Consumer Price Index published the prior September for the preceding twelve months of September through August. The recalculated leasing surcharge shall be rounded up (if the fraction is \$.50 or more) or down to the nearest dollar. The increase in the surcharge shall be applied to the Unit at the time a new lease is initiated or an existing lease is renewed (both subject to approval by the Board); the yearly increase in the surcharge shall not be applied to Units with leases currently in effect.
- (j) Dogs are not allowed in rental units. Therefore, leases submitted to the Executive Board for approval must contain the following provision: "Per the Leasing Regulations of the Greenwich Condominium, Lessee(s) shall not keep or bring a dog or dogs on the Premises at any time under any circumstances. Should this restriction be violated, the Executive Board of the Greenwich Condominium shall exercise its right to initiate eviction proceedings against Lessee(s)."

*The leasing surcharge is \$77 per month for leases initiated or renewed (both requiring Board approval) from January 1, 2016 through December 31, 2016. The leasing surcharge increases to \$78 per month for leases initiated or renewed (both requiring Board approval) on or after January 1, 2017.