



## **Lease Information Packet**

**The following items need to be in the Management Office  
one week prior to the start date of the lease:**

1. Copy of the lease agreement.
2. Executed Wellington Lease Addendum.
3. Proof of Age (copy of driver license or state ID).
4. Owner Maintained homes must provide lawn care agreement or letter from resident agreeing to lawn care work.
5. Owner must provide tenant copy of the Governing Docs.
6. Executed copy of the Waiver of Use & Privilege Form
7. Non-refundable check of \$75 for the Waiver of Use & Privilege Transfer Fee.
8. Refundable deposit check of \$200 for common area damage.



**“Leasing Rules”**  
**Effective January 1, 2010**

Please visit the Management Office if you need a “Lease Addendum”. Remember this policy is to protect the property values of all your homes and ensure the renters will be aware and follow the same rules as all the owners. You will be subject to a violation if you do not have paperwork filed in our office one week prior to the start date of your lease agreement. If you are aware of a property that is being rented please contact the Management Office.

**Please note:**

- No one under the age of **16** years of age can reside in Wellington.
- No portion of the home can be subleased.
- No lease for less than a three-month period.
- A ***\$200 refundable deposit*** is required with **no** exceptions (see Leasing Rules). Deposit must be paid to Wellington by homeowner.
- A ***\$75 non-refundable deposit*** is required with **no** exceptions (see Leasing Rules).
- All required paperwork must be in the Management Office **one week prior** to the lease agreement date.
- The Master Homeowners Association shall maintain a record on each property with a lease agreement.
- An existing lease **shall not be subject to this policy** – however the property shall only be subject to these Rules and Regulations after the current lease terminates.

**LEASE ADDENDUM AGREEMENT**

THIS AGREEMENT is made and entered into this month of \_\_\_\_\_ day of \_\_\_\_\_ 2020, between WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as "Association"), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (here in after referred to as Owner"); and \_\_\_\_\_ (hereinafter referred to as "Tenant").

WHEREAS, Owner is the Owner of property located in Wellington at Seven Hills, which has an address of \_\_\_\_\_ (the "Property"), and which is subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, as originally recorded in Official Records Book 3563, Page 1659, Public Records of Hernando County, Florida; and

WHEREAS, Owner wishes to lease the Property for a lease term commencing \_\_\_\_\_ and expiring \_\_\_\_\_; and

WHEREAS, Tenant seeks to take possession under such lease; and

WHEREAS, the foregoing Declaration permits the Association to condition such lease upon execution and delivery of a lease, and/or lease addendum, containing certain provisions to protect the Association and residents within the Wellington at Seven Hills Development (the "Development") from certain events associated with the lease; and

WHEREAS, this Lease Addendum has been adopted by the Board of Directors of the Association pursuant to its authority set forth in Article III, Section 1, Paragraph I of the Declaration.

NOW, THEREFORE, in consideration of the Association approving the lease of such Property by Owner to Tenant, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner will furnish the executed Lease Agreement and this Lease Addendum to the Association prior to occupancy of Tenant. Tenant agrees not to occupy the premises until its delivery.

2. Tenant's lease and occupancy of the Property is conditioned upon Tenant's compliance with:

(a) all terms and conditions contained within the Declaration above described as existing on the date hereof;

(b) the Articles of Incorporation and By-Laws of the Association;

(c) all Rules and Regulations duly adopted by the Association and/or the membership, governing the condominium; and

(d) all applicable laws and ordinances including, but not limited to, the landlord/tenant laws of the State of Florida and Chapter 720, Florida Statutes, as all may be amended from time to time.

3. Tenant shall not sublease the Property or any portion of it.

4. Owner acknowledges that he/she is responsible for the actions of his/her Tenant and shall be responsible to insure that Tenant complies with all of the governing documents, rules, and laws above described, including responsibility for any damages which may arise from Tenant's noncompliance.

5. Owner irrevocably appoints the Association as his/her agent or attorney-in-fact in his/her place and stead to enforce the rules and restrictions against the Tenant, as well as the requirements of the lease agreement, and to terminate the tenancy of the Tenant and evict him/her or them if said tenant violates any of the requirements described herein, and following all required notices and opportunity to correct such violations as are provided for in the Florida statutes relating to landlords and tenants. Prior to taking action to evict a tenant, the Board will request the Owner to take enforcement action, and the Board will only proceed if the Owner fails to address the situation in a manner that is satisfactory to the Board. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. Owner acknowledges his/her liability, under this document, for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction, should such action be required by the Association.

6. This lease addendum shall not obligate the Association to commence such proceedings against a non complying tenant, nor shall it relieve the Owner of his/her obligation to terminate the lease and evict the Tenant for any of the above-described violations upon demand of the Association.

THIS AGREEMENT is executed the day and year first above written.

**NOTE: ALL OWNERS AND TENANTS MUST SIGN THIS AGREEMENT.**

Witnesses:

WELLINGTON AT SEVEN HILLS  
HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name and Title

OWNER #1

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

OWNER #2 (if applicable)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

TENANT #1 (if applicable)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

TENANT #2 (if applicable)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

TENANT #3 (if applicable)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

\_\_\_\_\_  
Received \$200.00 Refundable Deposit per Leasing Rules & Regulations

**Wellington at Seven Hills Homeowners Association, Inc.**  
**Leasing Rules and Regulations**

I. Authority

These Rules and Regulations are established pursuant to the authority of Article III, Section 1, Paragraph N of the Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, which allows Wellington at Seven Hills Homeowners Association, Inc. (the "Master Association") to adopt reasonable rules and regulations relating to the sale or lease of an owner's dwelling.

II. Purpose

The overall purpose of these Rules and Regulations is to uphold property values and to provide safeguards for all owners and residents with regard to the use of the common amenities. It is in the common interest of all owners that there be clear leasing procedures which protect the community without unduly interfering with the rights of owners who choose to lease their property. Toward these ends, these additional Rules and Regulations have been instituted by the Master Association's Board of Directors effective July 22, 2009.

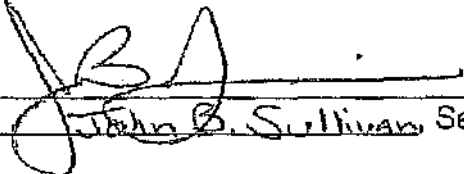
III. Rules and Regulations

- A. Because of this community's identity as a senior community, Lessees must conform to the Declaration requirements that at least one Lessee must be over the age of 55 and that no one residing in the dwelling can be under the age of 16. All owners and tenants must comply with any laws, regulations and rules concerning housing for citizens over age 55.
- B. A home can only be leased as a single family dwelling. Portions of a home may not be leased or subleased.
- C. No lease may be for a term of less than 3 months.
- D. All lease agreements must be in writing. In addition to the written lease between landlord and tenant, there shall also be a Lease Addendum provided by the Master Association and signed by the landlord and tenant. Each landlord and tenant shall acknowledge in the Lease Addendum, among other things, that they have: (i) received a copy of the Master Association's governing documents and Rules and Regulations; (ii) committed to abide by the governing documents and the Rules and Regulations of the Master Association; and (iii) submitted a two hundred dollar (\$200.00) refundable common area damage deposit to the Master Association. Violation of the Master Association's governing documents and its Rules and Regulations shall be considered a violation of the Lease as well.

- E. Seven (7) days prior to intended starting date of a lease agreement, each landlord must submit to the Master Association a copy of a Tenant Information Sheet, a copy of the intended Lease Agreement, proof of age of Tenant, copy of a Grounds Maintenance Agreement (if not a Patio home), and a properly executed Waiver of Amenity Use & Privilege.
- F. No landlord shall lose and no tenant shall gain, voting privileges or the status of an Association Member as a result of any Lease.
- G. The Master Association's forms, including but not limited to, the Lease Addendum and the Waiver of Amenity Use & Privilege Form, may be changed from time to time by the Master Association without notice. Additionally, from time to time, the Association may adjust fees related to leases without notice.
- H. The Master Association shall maintain an electronic ledger showing the following information of each tenant: name, address, telephone number, the effective dates of the Lease Agreement, and documentation of receipt of and eventual disposition of the damage deposit fee.
- I. Any property already under an existing Lease shall not be impacted by or subjected to these Rules and Regulations. Rather, the property shall only be subject to these Rules and Regulations after the pending Lease terminates. These Rules and Regulations shall, however, apply to any extension or renewal of an existing Lease.
- J. Any property owner who causes a Lease to be made in violation of these Rules and Regulations shall be in violation and subject to penalties as allowed in the Master Association's governing documents and Florida law.

Wellington at Seven Hills Homeowners Association, Inc.

By:   
James S. Felt, President

By:   
John B. Sullivan Secretary



## Wellington at Seven Hills Homeowner/Tenant Information

Date:
Owner(s) Name:
Name of Tenant(s):
Property Address:
Mailing Address:

Tenant Information	Tenant Information
Name:	Name:
Home Phone: (    )    -	
Cell Phone: (    )    -	Cell Phone: (    )    -
Work Phone: (    )    -	Work Phone: (    )    -
E-mail:	E-mail:
Birthday: mm / dd / yy	Birthday: mm / dd / yy

Emergency Primary Contact	Emergency Secondary Contact
Name:	Name:
Home Phone: (    )    -	Home Phone: (    )    -
Cell Phone: (    )    -	Cell Phone: (    )    -

Additional Residents – persons living at property who are <b>NOT</b> listed as tenants			
Name:	Birth Date	Add	Remove
	mm / dd / yy	<input type="checkbox"/>	<input type="checkbox"/>
	mm / dd / yy	<input type="checkbox"/>	<input type="checkbox"/>

Wellington Communication: Mass E-mail	Receive	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Phone Tree	Receive	Yes <input type="checkbox"/> No <input type="checkbox"/>



# WELLINGTON AT SEVEN HILLS

400 Wexford Blvd, Spring Hill, FL 34609  
Office: (352) 666-6888 Fax: (352) 666-4315

## OCCUPANCY & AGE VERIFICATION

CHECK ONE: \_\_\_\_\_ Owner \_\_\_\_\_ Non-Owner/Tenant

I/We, (1) \_\_\_\_\_, & (2) \_\_\_\_\_,  
PRINTED NAME PRINTED NAME

hereby attest, under penalty of perjury, that my/our date of birth is:

(1) \_\_\_\_\_, & (2) \_\_\_\_\_, that  
MONTH DAY YEAR MONTH DAY YEAR

the documents I/We have presented as evidence of identity and age are genuine and relate to me/us.

I/We established permanent occupancy at \_\_\_\_\_,  
STREET # STREET NAME

of Wellington at Seven Hills, Spring Hill, Florida on \_\_\_\_\_.  
MONTH DAY YEAR

\_\_\_\_\_  
(1) AUTHORIZED SIGNATURE

\_\_\_\_\_  
(2) AUTHORIZED SIGNATURE

Additional Residents (persons living at property who are **NOT** listed as owners)

Name	Birth Date	Signature
	mm / dd /yy	
	mm / dd /yy	

**All persons occupying the residence must provide a copy of state or government issued identification.**



## WAIVER of USE & PRIVILEGE TRANSFER FORM

We, as owners, hereby waive our use of all facilities at Wellington at Seven Hills, in favor of the below named individual(s), who are Tenant(s) at the property address of:

\_\_\_\_\_

As recorded in the Master Declarations of Conditions, Covenants and Restrictions for Wellington at Seven Hills, one (1) of the below named individuals to whom you are waiving your use for a minimum of twelve (12) weeks **MUST** be 55 years of age or older. Identification verifying the age of your tenant must be presented to the Association with the waiver.

Privileges waived from \_\_\_\_\_ to \_\_\_\_\_  
Month, Day, Year Month, Day, Year  
(Not to exceed one year)

Waiver of USE & Privilege Transfer applies to period of lease agreement or not to exceed a period of one year. For leases exceeding or renewing one year, this waiver must be renewed and the use fee of \$75.00 paid for each renewal period by the tenant. The waiver of USE & Privilege Transfer processing fee of SEVENTY-FIVE DOLLARS (\$75.00) must accompany this form.

This form does not entitle tenant(s) to participate as voting members with full authority to act as the owner. In addition, some limitations may apply to tenant participation in certain community events.

OWNER Transferring Use & Privileges:

Owner Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Signature: \_\_\_\_\_

TENANT(s) to whom Use & Privileges are transferred:

Tenant Name: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

*Received \$75.00 Non-Refundable fee per Leasing Rules & Regulations*

*From* \_\_\_\_\_