

**PROPOSED FIFTH AMENDMENT TO CARILLON MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Article XI, Section 27 is hereby added to the Master Declaration and shall read as follows:

**Section 27. Leasing and Rentals. No Lot may be leased or rented for a term shorter than twelve (12) months nor longer than twenty-four (24) months. All leases or rentals of the Lots by the Owners shall be subject to the following provisions:**

**A. All leases shall be in writing and shall be subject to the provisions of the Association's governing documents and all rules and regulations adopted by the Board of Directors. In addition, all leases shall be subject to the following conditions:**

**(1) Lots may be leased or rented in their entirety only. No portion of, or an individual room of a Lot may be leased or rented under any circumstances.**

**(2) All tenants of a Lot, over the age of 18, must sign the lease, unless waived in writing by the Board of Directors.**

**(3) To maintain the character of the single-family residential qualities of Carillon Community as contemplated in the Seminole County Land Development Code and the Carillon Developer's Commitment Agreement:**

**i: No Lot may be leased to other than a single family. "Family" shall mean one or more people related by blood, adoption, or marriage; or not more than two unrelated adults living together as a single economic unit. Two or more unrelated adults who are also joint owners of a residence shall be considered a family under these use restrictions.**

**B. Delivery to the Board. Should an Owner wish to lease his/her Lot, he/she shall deliver to the Board of Directors of the Association, or to the management company, the following within thirty days of execution of the lease:**

**(1) a correct, complete and executed copy of the proposed lease;**

**(2) a list of the names of all proposed lessee(s), tenant(s) and occupant(s) of a Lot; and**

**(3) a list of the types of vehicles owned by the proposed lessee(s), tenant(s) and occupant(s) including the make, model, year, color, and tag number for all vehicles.**

**C. Lease terms: All leases must provide, and if they do not, shall be deemed to provide the following:**

**(1) the lessee(s) agrees to abide by all of the provisions of the governing documents for Carillon Community, and that a violation of the governing documents is a material breach of the lease and is grounds for damages, termination and eviction;**

**(2) the lessee(s) shall not sublease to another party without the written**

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approval of the Owner and the Association;

(3) the lessee(s) and the Owner agree that the Association may proceed directly against such lessee(s) and tenant(s);

(4) the Association shall be entitled to recover from the lessee(s) and Owner against whom any enforcement is sought, all costs incurred in connection with the enforcement of any of the provisions of this Declaration or the Rules and Regulations promulgated thereunder, including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses, and all related fees, court costs, and witness and expert fees and costs, whether litigation is commenced or not, and whether in settlement, in any declaratory action, administrative proceeding at trial or on appeal. If such costs and fees are not immediately paid by the lessee(s), the Owner of the Unit shall pay them and such funds shall bear interest at the highest rate permitted by law. The obligation of the lessee(s) and Owner to pay or reimburse the Association such funds will, if not immediately paid, give rise to a cause of action against the lessee(s) and/or Owner pursuant to this Declaration; and

(5) Each Owner agrees to irrevocably appoint the Association as the Owner's agent authorized to bring actions in Owner's name and at the Owner's expense including injunction, damages, termination and eviction.

D. Delegation of Use: Any Owner who leases or rents his or her Lot shall be deemed to have delegated his or her right to use the Common Property and Village Common Property to the Tenants of the Lot for the term of the lease agreement. The Owner of the Lot shall not be permitted to use any of the Common Property and Village Common Property during the term of the lease.

E. Enforcement of Violations: Each Owner agrees to cause his/her lessee(s) to comply with the governing documents and any Rules and Regulations promulgated by the Board of Directors from time to time. In the event that a lessee(s) violates a provision of the governing documents and/or the Rules and Regulations, the Owner shall be responsible and liable for such violation(s) of lessee(s), and the Association shall accordingly have the right to initiate and maintain enforcement remedies, including a legal suit or action, against the Owner of the Lot and to recover all costs and fees relating thereto as provided in subsection C.(4) above. Lessees shall also be liable and responsible for any such violations as set forth above and hereafter in Article XVIII, Section 4 of this Declaration.

F. Effective Date: The provisions of this Article shall apply to all proposed leases occurring after the effective date of this amendment. For purposes hereof, the term "effective date" means the date of recording this amendment in the Public Records of Seminole County, Florida. Existing leases shall be exempt from compliance with this Article through the original termination date of the lease. For purposes hereof, the term "existing leases" shall mean those leases in effect on or before the effective date hereof. Any renewal or extension of an existing lease, occurring after the effective date of this amendment, shall comply with the terms of this Article.

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