

3 pages
27th

15th Amendment



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OR BK 07715 PG 4306 PGS=3
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
11/24/2004 03:32:53 PM
REC FEE 27.00

This instrument prepared by and
after recording return to:

Robert M. Poppell, Esq.
Akerman, Senterfitt & Eidson, P.A.
255 South Orange Avenue, Suite 1700
Orlando, Florida 32801



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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LAKE SAWYER SOUTH**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR LAKE SAWYER SOUTH ("Amendment")** is
made this 18th day of November, 2004, by ASHTON WOODS ORLANDO LIMITED
PARTNERSHIP, a Florida limited partnership, whose address is c/o Great Gulf Group of
Companies, 250 Lesmill Road, Don Mills, Ontario, Canada M3B 2T5, hereinafter referred to as
the "Declarant".

RECITALS

A. Declarant is the developer of a certain tract of land located in Orange County,
Florida, commonly known and referred to as the Lakes of Windermere and sometimes herein
referred to as the "Development".

B. Declarant has heretofore placed of Public Record that certain Declaration of
Covenants, Conditions, Easements and Restrictions for Lake Sawyer South, recorded at Official
Records Book 7509, Page 4385, Public Records of Orange County, Florida, as amended,
hereinafter referred to as the "Declaration".

C. The Declaration encumbers and benefits the entirety of the Development.

D. Pursuant to Article XVII, Section 3 of the Declaration, Declarant retained the
absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of
the Declaration or the restrictive covenants contained therein, without the joinder or consent of
any person or parties whomsoever, as necessary to comply with any obligations or requirements
imposed in connection with development of the Property by any applicable governmental
authority.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, by the
execution and recording in the Public Records of Orange County of this Amendment, does
hereby declare that the Declaration shall be amended as provided herein.

{OR775429;1}

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Amendment.

2. Defined Terms. All capitalized terms used in this Amendment shall have the same meanings given to such terms in the Declaration, unless otherwise amended or indicated to the contrary in this Amendment. From and after the date of execution of this Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this Amendment.

3. Membership in Lakeside Village Master Association and Applicability of Declaration of Covenants Establishing Lakeside Village Master Property Owners Association. The Property is located within the boundaries of the Lakeside Village Specific Area Plan, approved and adopted by the Orange County Board of County Commissioners on May 20, 1997, a "Village Planned Development" as provided in Orange County Village Development Code Ordinance No. 97-09. Pursuant to Section 38-1382(C) of the Village Development Code, as may be amended, superceded or replaced from time to time ("Code Requirement"), all property located within Lakeside Village is required to participate in a Village Master Property Owners Association ("Master Association") serving such purpose as may be required by the Code Requirement. From and after such time as the Master Association is formed in satisfaction of the Code Requirement, and as required thereby, and pursuant to Declarant's powers as reserved in the aforementioned Article XVII, Section 3, Article VI, "Functions of Association", Section 5, "Duties of the Association", is hereby amended to provide that the Association shall, acting by and through its Board, have the duty, responsibility and obligation to act as the member of the Master Association, representing the interests of all Owners on all matters that may come before the Master Association, and the Declaration is further amended to incorporate by reference the terms and provisions of the Master Declaration as and to the extent necessary to impose such terms and provisions upon all Owners of the Property.

4. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control. Otherwise the Declaration is unmodified and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the day and year first above written.

WITNESSES:

Susan Anderson
Print Name: SUSAN ANDISON

Heather Ferreira
Print Name: Heather Ferreira

"DECLARANT"

ASHTON WOODS ORLANDO LIMITED PARTNERSHIP, a Florida limited partnership

By: ASHTON WOODS LAKESIDE L.L.C., a Nevada limited liability company, general partner

By: [Signature]
Name: HARRY ROSENBAUM
Title: MANAGER

PROVINCE OF ONTARIO
COUNTRY OF CANADA

I HEREBY CERTIFY that on this day personally appeared before me, HARRY ROSENBAUM, the MANAGER of Ashton Woods Lakeside L.L.C., a Nevada limited liability company, the general partner of Ashton Woods Orlando Limited Partnership, a Florida limited partnership, to me well known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same on behalf of the company as General Partner of Ashton Woods Orlando Limited Partnership.

WITNESS my hand and official seal this 18TH day of NOVEMBER, 2004.

(NOTARIAL SEAL)

[Signature]
Notary Public, Province of Ontario
My commission expires: _____
PHYLLIS JOYCE TENN, Notary Public, City of Toronto,
limited to the attestation of instruments and the taking of
affidavits, for Great Gulf Group of Companies.
Expires August 8, 2007.