

This instrument prepared by and
after recording return to:

Nancy P. Campiglia, Esq.
Akerman, Senterfitt & Eidson, P.A.
255 South Orange Avenue, Suite 1700
Orlando, Florida 32801

INSTR 20060381970
OR BK 08690 PG 3275 PGS=3
MARTHA D. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
06/09/2006 02:14:20 PM
REC FEE 27.00

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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LAKE SAWYER SOUTH RE: ENCLAVE AT BERKSHIRE PARK**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR LAKE SAWYER SOUTH ("Amendment")** is
made this 24 day of May, 2006, by ASHTON ORLANDO RESIDENTIAL,
L.L.C., a Nevada limited liability company, on behalf of the company, whose address 2450
Maitland Center Parkway, Suite 301, Maitland, Florida 32751, (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 Enclave At Berkshire Park and sometimes
herein referred to as the "Development".

B. Declarant, by virtue of that certain Assignment of Declarant's Rights and
Obligations under Declaration of Covenants, Conditions, Easements and Restrictions for Lake
Sawyer South ("Assignment"), recorded in Official Records Book 8052, Page 4714, Public
Records of Orange County, Florida, is the "Declarant" under that certain Declaration of
Covenants, Conditions, Easements and Restrictions for Lake Sawyer South, dated June 30, 2004,
and recorded July 1, 2004, in Official Records Book 7509, Page 4385, and as amended by that
certain Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for
Lake Sawyer South, recorded November 24, 2004, in Official Records Book 7715, Page 4306,
each of the Public Records of Orange County, Florida (collectively, 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.

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. Ownership and Maintenance of the Common Property Portion of Enclave at Berkshire Park Property. The "Common Property," as that term is defined in the Declaration, shall be owned and maintained by The Lake Sawyer South Community Association, Inc. ("Association"). Maintenance of alleys, if any; access easements, retaining wall easements, and all private drainage shall be the responsibility of the Association.

4. Enforcement of Enclave at Berkshire Park Property Restrictions. The County shall have the right, but not the duty, to enforce the Enclave at Berkshire Park Property Restrictions in the same manner as it enforces County ordinances and regulations. The foregoing enforcement rights of the County shall not affect those duties and powers conferred upon the Association by law, the Declaration and those specified and enumerated in the Association's Articles of Incorporation and Bylaws. The Association shall have the duty and right to enforce the Enclave at Berkshire Park Property Restrictions in the same manner as set forth in the Declaration.

5. Notice to Property Owners of the Enclave at Berkshire Park Regarding Platted Conservation Areas. No alteration or encroachment of the Platted Conservation Areas shall occur unless approved by Orange County and other appropriate state or federal agencies. These restrictions shall be recorded as covenants and restrictions, on the subdivision plat, and this notice shall be distributed to all purchasers of lots within the Enclave at Berkshire Park subdivision in compliance with the Sawyer South permit requirements and Condition 5 of Impact Permit 04-013.

6. 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:

"DECLARANT"

ASHTON ORLANDO RESIDENTIAL,
L.L.C., a Nevada limited liability company

Bryan Potts
Print Name: Bryan Potts
Jacqueline Laquente
Print Name: Jacqueline Laquente

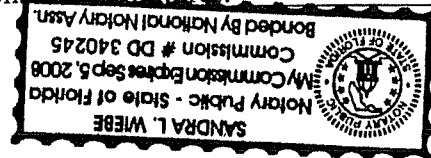
By: [Signature]
Name: John Reny
Title: Division President
Date: 5-24-06

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of May, 2006, by John Reny, as Authorized Representative of ASHTON ORLANDO RESIDENTIAL, L.L.C., a Nevada limited liability company, on behalf of the company. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

Sandra L. Wiebe
Print Name: Sandra L. Wiebe
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.