



INSTR 20070111826
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 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 02/21/2007 09:36:01 AM
 REC FEE 27.00

This instrument prepared by and
 after recording return to:

Nancy P. Campiglia, Esq.
 Akerman, Senterfitt & Eidson, P.A.
 420 South Orange Avenue, Suite 1200
 Orlando, Florida 32801

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

**THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE SAWYER SOUTH**
 ("Amendment") is made this 5th day of February, 2007, 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 Lake Sawyer South 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; 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, of
 the Public Records of Orange County, Florida, and as further amended by that certain
 Amendment To Declaration Of Covenants, Conditions, Easements and Restrictions For Lake
 Sawyer South RE: Enclave At Berkshire Park, recorded June 9, 2006, in Official Records Book
 8690, Page 3275, of the Public Records of Orange County, Florida and by that certain
 Amendment To Declaration Of Covenants, Conditions, Easements and Restrictions For Lake
 Sawyer South, recorded September 25, 2006, in Official Records Book 8879, Page 0228, in the
 Public Records of Orange County, Florida and re-recorded on October 19, 2006, in Official
 Records Book 8924, Page 1957, in the Public Records of Orange County, Florida (collectively,
 the "Declaration").

{01118552;4}

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

D. Pursuant to Article XVII, Section 3, of the Declaration, prior to the Turnover meeting, Declarant shall have the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of this Declaration or the restrictive covenants contained in this Declaration. After the Turnover, the Declarant shall continue to have the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of this Declaration as necessary to comply with any obligations or requirements imposed upon Declarant, or otherwise in connection with the development of the Property, by any applicable governmental authority. The Turnover meeting has not taken place.

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. Additional Use Restrictions. Article X is hereby amended to add the following Use Restriction:

Signs. No signs or advertising of any kind, including, but not necessarily limited to, "for sale", "for rent" or signs identifying architects, general contractors, builders or lenders performing work at, or financing for improvements constructed upon, any Lot, may be displayed on Residential Property, including from the windows of, or otherwise from, any buildings, structures or other improvements of any kind, nature or description located on such Residential Property, except (i) signs of the size, materials, substance and appearance as are approved from time to time by the ARB and (ii) in the locations upon the Residential Property as are approved from time to time by the ARB. Any Owner desiring to erect a sign upon Residential Property shall contact the Association to obtain an approved sign and directions as to the locations upon the Residential Property upon which such approved sign may be located. Except as hereinabove provided, no signs or advertising materials, including, but not limited to, signs or advertising materials displaying the names or otherwise advertising that Residential Property is for sale or for rent, or the identity of lenders, contractors, subcontractors, real estate brokers or similar entities employed in connection with the construction, installation, alteration or other improvement upon, or the sale, financing or leasing of, Residential Property, shall be permitted on any Residential Property, and no such signs or advertising materials may be displayed from the windows of, or otherwise from, any buildings, structures or other improvements of any kind, nature or description located on such Residential 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.

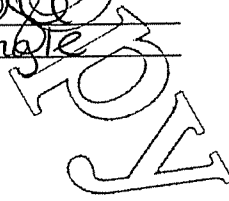
WITNESSES:

"DECLARANT"

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

[Signature]
Print Name: Kris Gault
[Signature]
Print Name: Lisa Sornate

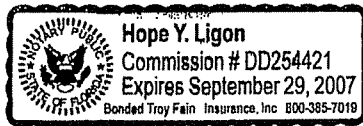
By: [Signature]
Name: MARY GEHRHARDT
Title: Secretary / Treasurer
Date: 2-5-07



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of February, 2007, by Mary Gehhardt, 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.



[Signature]
Print Name: Hope Y. Ligon
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____