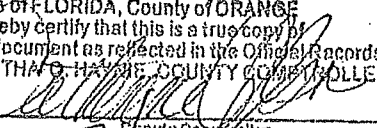


INSTR 20080148548
 OR BK 09625 PG 2729 PGS=9
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 03/12/2008 11:48:10 AM
 REC FEE 78.00

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
 Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
 2701 N. Rocky Point Drive, Suite 900
 Tampa, Florida 33607

State of FLORIDA, County of ORANGE
 I hereby certify that this is a true copy of
 the document as reflected in the Official Records.
 MARTHA O. HAYNIE, COUNTY COMPTROLLER

By: 
 Deputy Comptroller
 Dated: 3/12/08



-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**DEVELOPER'S AGREEMENT AND
 PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER
 DECLARATION OF COVENANTS, CONDITIONS,
 EASEMENTS AND RESTRICTIONS
 FOR LAKE SAWYER SOUTH**

THIS DEVELOPER'S AGREEMENT AND PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS UNDER THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE SAWYER SOUTH (this "Agreement") is made as of this ____ day of _____, 2008 (the "Effective Date"), by Ashton Orlando Residential, L.L.C., a Nevada limited liability company (the "Assignor") and Lake Sawyer South Community Association, Inc., a Florida not for profit corporation (the "Association") in favor of Pulte Home Corporation, a Michigan corporation ("Pulte") and RA Investment Holdings, Inc., a Florida corporation and Grant-Allan Enterprises, Inc., a Florida corporation (collectively, the "Russ Allan Group"). Pulte and the Russ Allan Group are collectively referred to herein in as the "Assignees". Assignor, Pulte and Russ Allan Group are sometimes together referred to herein as the "Parties" and each separately as a "Party".

RECITALS

A. Assignor, 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 (the "Original Declaration"), 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, as 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, as amended 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 228 (re-recorded October 19, 2006, in Official Records Book 8924, Page 1957), as amended by that

certain Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South, recorded February 21, 2007, in Official Records Book 9122, Page 1650 and as amended by that certain Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South, recorded simultaneously with, but after, this Agreement, each of the Public Records of Orange County, Florida (collectively, the "**Declaration**").

B. By execution of this Agreement and recording of same in the Public Records of Orange County, Florida, and in accordance with the provisions of Article XVII, Section 5 of the Declaration, Assignor intends to assign and transfer to the Assignees, and the Assignees intend to accept, partial non-exclusive assignment Assignor's rights, title, and interests as the "Declarant," as and to the extent specifically set forth in this Agreement.

C. By execution of this Agreement and recording of same in the Public Records of Orange County, Florida, the Association agrees to waive payment from the Assignees of any and all accrued Assessments applicable to any Residential Property owned by the Assignees as and to the extent set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Assignor and the Association by Assignees, the receipt and adequacy of which is hereby acknowledged, Assignor, the Association and Assignees hereby agree as follows:

1. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Agreement as if fully set forth herein.

2. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

3. Pursuant to, and in compliance with, the provisions of Article XVII, Section 5 of the Declaration, Assignor does hereby grant, assign, transfer and set over unto Assignee nunc pro tunc to the date of recordation of the Original Declaration, on a nonexclusive basis, only those certain Assignor's rights, title, interests and obligations as the "Declarant" granted pursuant to Article VIII, Section 6 of the Declaration, subject to the terms and conditions of this Agreement. Specifically, the Assignees, nunc pro tunc to the date of recordation of the Original Declaration and from and after the date of this Agreement, shall be entitled to pay the allocated percentage of the deficit between the total amount of Assessments collected from members of the Association and the actual costs incurred by the Association during the applicable fiscal year (the "**Deficiency**"). The Assignees shall pay the Deficiency in the amounts set forth below, and, if paid, shall be in lieu of paying any Assessment imposed upon any Residential Property owned by Pulte or Russ Allan Group, as applicable. As of the date of this Agreement, the parties acknowledge and agree that there currently exists a Deficiency of \$41,890.92 that has accrued prior to the Effective Date (the "**Existing Deficiency**"), and Pulte hereby agrees that it shall be responsible for, and shall pay to the Association simultaneously with execution of this Agreement, one hundred percent (100%) of the Existing Deficiency and Assignor and the Russ Allan Group shall not be obligated to pay any portion of the Existing Deficiency. From and after the Effective Date, Pulte shall be responsible for sixty-five percent (65%) of the Deficiency,

Assignor shall be responsible for twenty-five percent (25%) of the Deficiency and Russ Allan Group shall be responsible for ten percent (10%) of the Deficiency, except as provided below. The foregoing allocations shall remain in full as to the Parties for five (5) years from the date of this Agreement, or until Turnover, whichever shall occur first (the "Termination Date"), regardless of the number of Lots owned by each of the Parties. From and after the Termination Date, the Assignees shall be obligated to pay the Assessment per Lot/Unit, imposed upon any Lot/Unit owned by the Assignees as otherwise provided in the Declaration. Notwithstanding anything in the foregoing, or Article VIII, Section 6 of the Declaration, to the contrary, neither of the Assignees may satisfy their obligation with respect to the Deficiency or Existing Deficiency by "in kind" contributions of services or materials, such obligations must be satisfied in the form of a cash payment. Additionally, in the event an Assignee fails to pay its allocated share of the Deficiency, or Pulte fails to pay the Existing Deficiency, Pulte, or the Russ Allan Group, as the case may be, shall automatically, and without further action of the Association or any of the parties, be responsible and liable to pay the Assessment per Lot/Unit, as provided in the Declaration, for all Lots/Units owned by the Pulte or the Russ Allan Group, respectively, during the fiscal year to which such Deficiency pertains.

Notwithstanding anything in the foregoing to the contrary, the Assignor and Assignees hereby acknowledge and agree that any portion of the Deficiency that pertains to Common Expenses incurred by the Association in the performance of the various obligations required pursuant to Article X, Section 14 (B) of the Declaration in connection with attached, single-family residences, shall be the sole responsibility of whichever of Assignor, Pulte or the Russ Allan Group was the Owner, as of the date of this Agreement, of the real property upon which such attached, single-family residences were developed. It shall be the responsibility of the Association to determine if a Deficiency exists and to what extent any portion of the Deficiency pertains to Common Expenses incurred by the Association in the performance of the various obligations required pursuant to said Article X, Section 14 (B).

4. The Assignees hereby accept the assignment from Assignor in accordance with the terms and conditions contained herein. Except as otherwise provided herein, the Assignees assume only those liabilities and/or obligations that accrue after the date of this Agreement.

5. In connection with this Agreement, Assignor hereby represents and warrants to Assignees, all of which shall be deemed to be material in all respects, that:

(a) Assignor has not assigned any of its Declarant's Rights in connection with the Declaration to any other person or entity; and

(b) Assignor has the full right, authority and power to execute and deliver this Agreement.

6. In connection with this Agreement, Assignees each hereby represents and warrants to Assignor, all of which shall be deemed to be material in all respects, that:

(a) Assignee has the full right, authority and power to execute and deliver this Agreement.

7. The rights and interests of Assignees set forth in this Agreement are personal to the Assignees, shall not run with title to the Residential Property owned by the Assignees, may not be assigned by Assignees to any person or entity and shall terminate upon any transfer of title to any Lot/Unit by the Assignee, whereupon the Owner of such Lot/Unit shall be obligated to pay the Assessment per Lot/Unit as provided in the Declaration.

8. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted.

9. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change of any item or provision of this Agreement shall be valid or binding unless the same shall be in writing and signed by all the Parties hereto.

10. This Agreement shall be binding upon the Parties and their respective successors and assigns.

11. This Agreement shall be governed and interpreted under the laws of the State of Florida.

[INTENTIONALLY BLANK -
SIGNATURES AND ACKNOWLEDGEMENTS COMMENCE ON PAGE 5]

IN WITNESS WHEREOF the duly authorized representatives of the Parties hereto have executed this Agreement causing this Agreement to be effective as of the day and year first written above.

WITNESSES:

"ASSIGNOR"

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

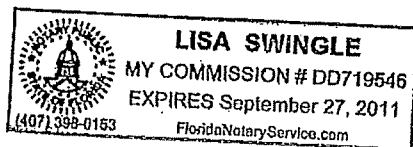
[Signature]
Print Name: Kris Gambard

By: [Signature]
Name: JOHN RENY
Title: DIVISION PRESIDENT
Date: 3/5/08

[Signature]
Print Name: Lance Gilnet

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 5 day of March, 2008, by John Remy, as Division President 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: Lisa Swingle
Notary Public, State of Florida
Commission No.: DD719546
My Commission Expires: 9-27-11

[INTENTIONALLY BLANK - SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

"PULTE"

PULTE HOME CORPORATION,
a Michigan corporation

Joanna Ruiz
Print Name: JOANNA RUIZ

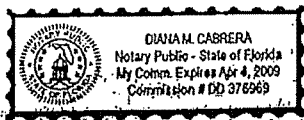
By: *Mark Thomson*
Name: MARK D. THOMSON
Title: Attorney-in-Fact
Date: MAR - 4 2008

Tina Demostene
Print Name: Tina Demostene

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of MARCH, 2008, by MARK D. THOMSON, as Attorney-in-Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.



Diana M. Cabrera
Print Name: DIANA M. CABRERA
Notary Public, State of Florida
Commission No.: DD 376969
My Commission Expires: APRIL 4, 2009

[INTENTIONALLY BLANK - SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

"RUSS ALLEN GROUP"

RA INVESTMENT HOLDINGS, INC.,
a Florida corporation

Dolores Wanch
Print Name: Dolores Wanch

Carol Urbancic
Print Name: CAROL Urbancic

By: Russell Allen
Name: Russell Allen
Title: President
Date: Dec 19 / 07

(Corporate Seal)

GRANT-ALLAN ENTERPRISES, INC.,
a Florida corporation

William D. Allen
Print Name: William D. Allen

By: William D. Allen
Name: WILLIAM D. ALLEN
Title: DIRECTOR
Date: JAN 10 / 08

(Corporate Seal)

Print Name: _____

PROVINCE OF ONTARIO
~~STATE OF FLORIDA~~
COUNTY OF SIMCOE

The foregoing instrument was acknowledged before me this 19th day of December, 2007, by RUSSELL ALLEN, as PRESIDENT of RA INVESTMENT HOLDINGS, INC., a Florida corporation, on behalf of the corporation and by _____ as _____ of GRANT-ALLAN ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

Thomas Douglas Baucke
Print Name: THOMAS DOUGLAS BAUCKE
Notary Public, State of Florida Province of Ontario
Commission No.: _____
My Commission Expires: for life

[INTENTIONALLY BLANK - SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

"RUSS ALLEN GROUP"

RA INVESTMENT HOLDINGS, INC.,
a Florida corporation

By: _____
Print Name: _____ Name: _____
Title: _____
Date: _____

(Corporate Seal)
Print Name: _____

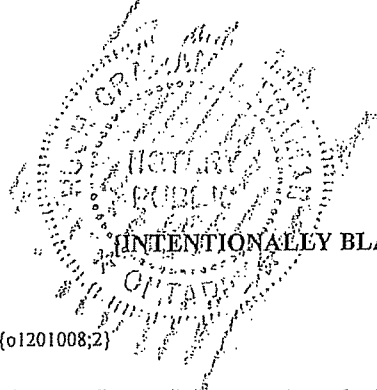
GRANT-ALLAN ENTERPRISES, INC.,
a Florida corporation

By: _____
Print Name: HUGH LISSAMAN Name: WILLIAM D. ALLAN
Title: DIRECTOR
Date: JAN 10/08

(Corporate Seal)
Print Name: Alison Reynolds.

~~STATE OF FLORIDA~~ PROVINCE
COUNTY OF OF ONTARIO

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2008, by BILL ALLAN, as DIRECTOR of ~~RA INVESTMENT HOLDINGS, INC., a Florida corporation, on behalf of the corporation and by~~ as of GRANT-ALLAN ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.



Print Name: HUGH LISSAMAN
Notary Public, ~~State of Florida~~
Commission No.: _____
My Commission Expires: FOR LIFE

[INTENTIONALLY BLANK - SIGNATURES CONTINUE ON FOLLOWING PAGE]

Joinder
Lake Sawyer South Community Association


Lake Sawyer South Community Association, Inc. (the "Association") does hereby join in the Developer's Agreement and Partial Assignment of Declarant's Rights Under Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South (the "Agreement"), to which this Joinder is attached, for the sole purpose of acknowledging the assignment of Declarant rights as set forth in Paragraph 3 of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the date set forth below.

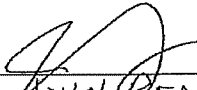
WITNESSES:

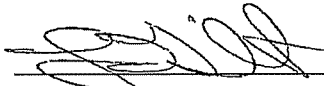
"ASSOCIATION"

LAKE SAWYER SOUTH COMMUNITY
ASSOCIATION, INC., a Florida not for profit
corporation



Print Name: Kris Gantford

By: 
Name: JOHN REMY
Title: DIVISION PRESIDENT
Date: 3/5/08

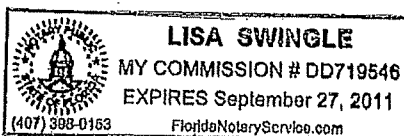



Print Name: Larce Gilnef

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 5 day of march, 2008, by John Remy, as President of LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced as identification.





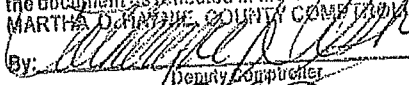
Print Name: Lisa Swingle
Notary Public, State of Florida
Commission No.: 9-27-11
My Commission Expires: DD719546

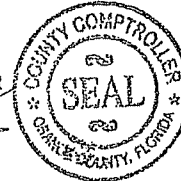


INSTR 20080148549
OR BK 09625 PG 2738 PGS=6
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
03/12/2008 11:48:10 AM
REC FEE 52.50

Prepared by and after recording, return to:

Mark D. Thomson, Esq.
Pulte Home Corporation
4901 Vineland Road, Suite 500
Orlando, FL 32811

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: 
Deputy Comptroller
Dated: 3/12/08



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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 (this "Amendment") is made by ASHTON ORLANDO RESIDENTIAL, L.L.C., a Nevada limited liability company ("Ashton") and joined by Lake Sawyer South Community Association, Inc., a Florida corporation not for profit (the "Association") and by Pulte Home Corporation, a Michigan corporation ("Pulte").

RECITALS:

A. Ashton, 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, as 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, as amended 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 228 (re-recorded October 19, 2006, in Official Records Book 8924, Page 1957) and as amended by that certain Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South, recorded February 21, 2007, in Official Records Book 09122, Page 1650, each of the Public Records of Orange County, Florida (collectively, the "Declaration").

B. Article XVII, Section 3 of the Declaration provides that, prior to the Association Turnover meeting, Ashton, as Declarant, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Association Turnover meeting has not yet occurred.

D. Pursuant to Article IV, Section 10 of the Declaration, the Declarant may designate in writing certain real property within the Property as Limited Common Property, and when so designated, the Association has the responsibility for the management and control of such Limited Common Property, pursuant to and consistent with the powers and duties of the Association established in the Declaration.

E. As contemplated in Article X, Section 14 (B) of the Declaration, the Association is responsible for the performance of various obligations (as more specifically set forth therein) with respect to Lots approved for development of attached, single-family residences, and all costs and expenses incurred by the Association in connection therewith shall be deemed Common Expenses incurred in connection with Limited Common Property and shall be assessed only against the Owners of Lots located within the Service Area within which such responsibilities are performed.

F. By its execution of this Amendment, the Declarant desires to acknowledge that the real property described on Exhibit "A" ("Town Home Parcel"), is approved for and will be developed as attached, single-family residences, and therefore that all costs and expenses incurred by the Association in connection therewith shall be deemed Common Expenses incurred in connection with Limited Common Property and Assessed as set forth in said Article X, Section 14 (B).

H. The Association, which is responsible for the maintenance of Limited Common Property including, but not limited to, performance of the various obligations contemplated in said Article X, Section 14 (B) for attached, single-family residences, desires to join, acknowledge and approve such designation and responsibility.

I. Pulte, as the developer of the Town Home Parcel desires to join, acknowledge and approve such designation.

NOW, THEREFORE, Ashton as Declarant, pursuant to the authority granted unto it in the Declaration, hereby declares that every portion of the Property is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Declarant hereby acknowledges that the Town Home Parcel is approved for and will be developed as attached, single-family residences, and therefore (i) the Association is responsible for the performance of the various obligations with respect to the Lots developed therein as are more specifically set forth in Article X, Section 14 (B) of the Declaration, and (ii) all costs and expenses incurred by the Association in connection therewith shall be deemed Common Expenses incurred in connection with Limited Common Property and assessed only against the Owners of Lots located within the Service Area within which such responsibilities are performed, as set forth in said Article X, Section 14 (B).

3. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. This Amendment shall be a covenant running with the land, and shall be recorded in the Public Records of Orange County, Florida.

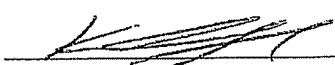
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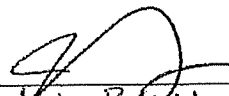
IN WITNESS WHEREOF the duly authorized representatives of the undersigned hereto have executed this Amendment causing this Amendment to be effective as of the day and year first written above.


WITNESSES:

"DECLARANT"

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

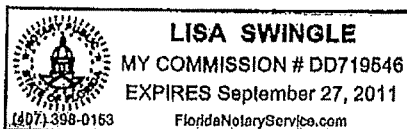

Print Name: Kris Crawford

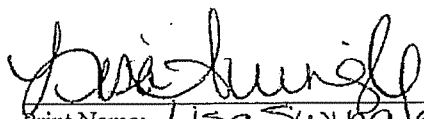
By: 
Name: John Remy
Title: DIVISION PRESIDENT


Print Name: Lance Gilcrest

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of March, 2008,
by John Remy, as Division President 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.




Print Name: Lisa Swingle
Notary Public, State of Florida
Commission No.: DD719546
My Commission Expires: 9-27-11

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

JOINDER

LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC.

The LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in this Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South (the "Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment as the Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5 day of March, 2008.

WITNESSES:

LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

Print Name: Kas Crawford

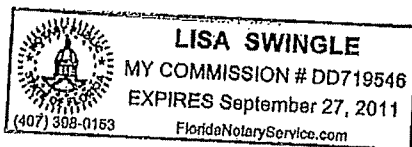
By: [Signature]
Name: JOHN RENY
Title: PRESIDENT

Print Name: Lance Gilmer

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 5 day of March, 2008, by John Reny, as Division of LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Lisa Swingle
My Commission Expires: 9-27-2011

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

JOINDER

PULTE HOME CORPORATION

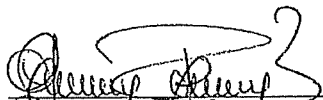
PULTE HOME CORPORATION, a Michigan corporation ("Pulte") does hereby join in this Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South (the "Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Pulte agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment as Pulte has no right to approve the Amendment.

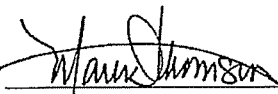
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2008.


WITNESSES:

"PULTE"

PULTE HOME CORPORATION, a Michigan corporation


Print Name: JOAHNA RUIZ

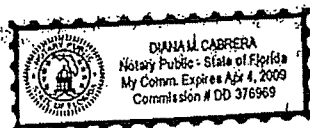
By: 
Name: MARK D. THOMSON
Title: Attorney-in-Fact



Print Name: Kim Emerson

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of MARCH, 2008, by MARK THOMSON, as ATTORNEY-IN-FACT of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.




Print Name: DIANA M. CABRERA
Notary Public, State of Florida
Commission No.: DD 376969
My Commission Expires: APRIL 4, 2009

[EXHIBIT A ON FOLLOWING PAGE]

Exhibit A

Legal Description of the Limited Common Property

Lot 1 through and including Lot 140, of LAKE SAWYER SOUTH PHASE 3, according to the Plat thereof, as recorded in Plat Book 70, Pages 93 through 98, of the Public Records of Orange County, Florida.

Kyle Kiltz

From: Mark Thomson [Mark.Thomson@Pulte.com]
Sent: Friday, March 14, 2008 12:18 PM
To: dmyers@sentrymgt.com; kkiltz@sentrymgt.com
Cc: Charles B. Costar III; Christian F. O'Ryan; John Reny; Poppell, Robert; Mark Thomson; Tina Demostene; Rick Covell; Ryan Marshall; Jason Hill
Subject: Lake Sawyer
Attachments: Lake Sawyer Deficit Funding Agrmt_0314095217_001.pdf; Lake Sawyer Town Home Declaration Amendment_0314095249_001.pdf

<<Lake Sawyer Deficit Funding Agrmt_0314095217_001.pdf>> <<Lake Sawyer Town Home Declaration Amendment_0314095249_001.pdf>>

Deborah and Kyle -

Please find enclosed Certified Copies of the recorded: (i) Developer's Agreement and Partial Assignment of Declarant's Rights Under Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South (commonly referred to as the Deficit Funding Agreement), and (ii) Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South (commonly referred to as the Pulte Berkshire Place Town Home Declaration Amendment).

I will call Kyle next week to discuss the scope of the Association's maintenance responsibilities for the Berkshire Place Town Home community.

Thank you for your continuing assistance. Please call if you have any questions.

Mark D. Thomson, Esquire
Director of Land Entitlement
and Community Associations
Pulte Home Corporation
4901 Vineland Road, Suite 500
Orlando, Florida 32811-7403
mark.thomson@pulte.com
(407) 447- 9791 direct
(497) 446- 9600 main
(407) 447- 9601 fax

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