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Reply to:

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January 11, 2010

Board of Directors
Lake Sawyer South
Community Association Inc.
c/o Ms. Denise Phillips
Sentry Management, Inc.
2180 W. State Road 434, Suite 5000
Longwood FL 32779

THIS CORRESPONDENCE IS BEING SUBMITTED TO THE ASSOCIATION'S BOARD OF DIRECTORS IN CONNECTION WITH POSSIBLE LITIGATION AND IS THEREFORE PROTECTED BY THE ATTORNEY/CLIENT PRIVILEGE. THIS LETTER SHOULD ONLY BE VIEWED BY THE ASSOCIATION'S BOARD OF DIRECTORS AND SHOULD BE SEGREGATED FROM THE REMAINDER OF THE OFFICIAL RECORDS.

Re: Lake Sawyer South Sixth Amendment

Dear Members of the Board:

Enclosed please find the original, recorded Sixth Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South Community Association. We have kept a copy for our files.

Please contact our office if you have any questions.

Sincerely,

Thomas R. Slaten, Jr.

TRS/pct
Enclosure

PREPARED BY AND RETURN TO:

Thomas R. Slaten, Esq.
Larsen & Associates, P.A.
300 S. Orange Ave., Ste. 1200
Orlando, Florida 32801
407-841-6555



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

**THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE SAWYER SOUTH**
("Amendment") is made this 11th day of November, 2009, by ASHTON ORLANDO
RESIDENTIAL, L.L.C., a Nevada limited liability company, on behalf of the company,
whose address is 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 know 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 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, 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, and as amended by the Fourth Amendment to the Declaration of
Covenants, Conditions, Easements and Restrictions for Lake Sawyer South recorded
February 21, 2007, in Official Records Book 9122, Page 1650, in the Public Records of
Orange County, Florida and as further amended by the Amendment to Declaration of
Covenants, Conditions, Easements and Restrictions for Lake Sawyer South recorded
March 12, 2008 in Official Records Book 9625, Page 2738, in 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, 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, Florida 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. Article XVII, Section 2 is hereby amended to read as follows:

Section 2. Amendments by Members.

This Declaration, and the Articles of Incorporation and Bylaws, may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Voting Members representing ~~sixty-six and two-thirds percent (66 2/3%) of the total votes a majority of a quorum of the total number of votes of the Association present in person or by designated alternates at a duly called and noticed meeting;~~ provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration, the Articles of Incorporation or Bylaws, is approved by the Voting Members as set forth above, the President and Secretary of the Association shall execute an appropriate amendment which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Voting Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. If such amendment relates to this Declaration it shall be recorded in the Public Records of Orange County, Florida.

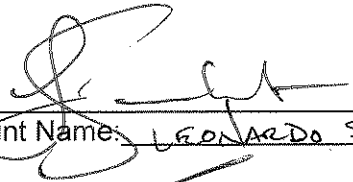
4. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control. Otherwise the Declaration is unmodified and remains in full force and effect.

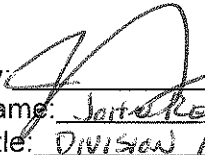
IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the day and year first above written.


WITNESSES:

"DECLARANT"

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


Print Name: LEONARDO SANCTENERO

By: 
Name: Jaime Remy
Title: DIVISION PRESIDENT
Date: 11/11/09

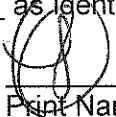

Print Name: Sherril Remy

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11 day of Nov, 2009, by John Remy, as Authorized Representative of ASHTON ORLANDO RESIDENTIAL, L.L.C., a Nevada limited liability company, on behalf of the company. Said person is personally know to me or produced _____ as identification.




Print Name: Lisa Swingle
Notary Public, State of Florida
Commission No.: DD719546
My Commission Expires: 9-27-2011