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MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
05/19/2006 03:38:34 PM  
REC FEE 27.00

This instrument prepared by and  
after recording return to:

Robert M. Poppell, Esq.  
Akerman Senterfitt  
420 South Orange Avenue, 12<sup>th</sup> Floor  
Orlando, Florida 32801  
Phone: (407)423-4000

\_\_\_\_\_(SPACE ABOVE THIS LINE FOR RECORDING DATA)\_\_\_\_\_

**FOURTH AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR THE LAKES OF WINDERMERE**

**THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKES OF WINDERMERE**  
("Amendment") is made this 17<sup>th</sup> day of May, 2006, by ASHTON  
ORLANDO RESIDENTIAL, L.L.C., a Nevada limited liability company, ("Declarant"), whose  
address is 2450 Maitland Center Parkway, Suite 301, Maitland, Florida 32751.

RECITALS

A. Declarant has heretofore placed of Public Record, and is the "Declarant" under,  
that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Lakes of  
Windermere, dated December 18, 2001, and recorded January 25, 2002 in Official Records Book  
6442, Page 580, as modified by Supplemental Declaration and Amendment of Declaration of  
Covenants, Conditions, Easements and Restrictions for the Lakes of Windermere recorded on  
May 2, 2002 in Official Records Book 6515, Page 5309, and Amendment to Declaration of  
Covenants, Conditions, Easements and Restrictions for the Lakes of Windermere recorded on  
December 9, 2004 in Official Records Book 7732, Page 1514, and Third Amendment to  
Declaration of Covenants, Conditions, Easements and Restrictions for the Lakes of Windermere  
recorded on January 12, 2006 in Official Records Book 8424, Page 2061, each of the Public  
Records of Orange County, Florida (collectively, "Declaration").

B. Pursuant to Article XVII, Section 3 of the Declaration, Declarant retains the  
absolute and unconditional right to modify the Declaration and the restrictive covenants  
contained therein.

C. Pursuant to its authority set forth in said Article XVII, Section 3, Declarant  
desires to further amend the Declaration as more specifically provided for herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable  
consideration the receipt and sufficiency of which is hereby acknowledged, the Declaration is  
hereby amended, modified and supplemented as follows:

{01027802;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. 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 a list of the approved vendor(s) from whom you may purchase 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, the Declarant has caused this Amendment to the Declaration to be executed as of the day and year first above written.

Witnesses:

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

Mary Gerhardt  
Print Name: MARY GERHARDT

By: [Signature]  
Print Name: John Reny  
Title: Division President

Bryan Potts  
Print Name: Bryan Potts

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of May, 2006, by John Reny, as Division President of **ASHTON ORLANDO RESIDENTIAL, L.L.C.**, a Nevada limited liability company, who is personally known to me, or who produced \_\_\_\_\_ as identification.

Patricia Altman  
Notary Public/State of Florida



Patricia Altman  
MY COMMISSION # DD223759 EXPIRES  
August 23, 2007  
BONDED THRU TROY FAIN INSURANCE, INC

\_\_\_\_\_  
Print Name of Notary or Commission Stamp