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DOC# 20160580042
11/04/2016 03:26:49 PM Page 1 of 5
Rec Fee: \$44.00
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Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



**FIRST AMENDMENT TO COMMUNITY DECLARATION
FOR RUBY LAKE**

THIS FIRST AMENDMENT TO COMMUNITY DECLARATION FOR RUBY LAKE (the "**First Amendment**") is made this 31st day of OCTOBER, 2016, by PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in the State of Florida (the "**Declarant**") and joined in by RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

WHEREAS, Declarant, with the joinder of JEN FLORIDA XXI, LLC, a Florida limited liability company ("**Phase II Landowner**") and the Association, entered into that certain Community Declaration for Ruby Lake recorded April 22, 2016 as document number 20160204191 in the Public Records of Orange County, Florida (the "**Declaration**");

WHEREAS, unless otherwise defined in this First Amendment, capitalized terms used herein shall have the meanings and definitions set forth in the Declaration;

WHEREAS, Section 4.3 of the Declaration provides that, prior to the Turnover, Declarant and Phase II Landowner shall have the right to amend the Declaration as they deem appropriate, without the joinder or consent of any person or entity whatsoever, except as expressly limited by applicable law as it exists on the date the Declaration is recorded or except as expressly set forth therein; and

WHEREAS, pursuant to Section 29.4 of the Declaration, by virtue of Declarant's acquisition of the Phase II Property from Phase II Landowner and Phase II Landowner's execution and recordation of the Phase II Landowner Rights Termination Notice on September 26, 2016 as Document No. 20160502613 in the Public Records of Orange County, Florida, Declarant now has the right to unilaterally amend the Declaration as provided in Section 4.3 of the Declaration without the joinder or consent of Phase II Landowner; and

WHEREAS, Declarant is desirous of executing and recording this First Amendment, and the Association is desirous of joining in this First Amendment, for the purpose of amending and restating Sections 17.11 and 17.12 of the Declaration to provide for an increase in Initial Contributions and Resale Contributions, as more particularly set forth hereinbelow; and

WHEREAS, Declarant is desirous of executing and recording this First amendment, and the Association is desirous of joining in this First Amendment, for the purpose of amending Section 10.3.1 of the Declaration and adding Section 10.3.8 to the Declaration to confirm that Owners and Lessees, rather than the Association, shall be responsible for Lot Irrigation System Utility Charges (as defined below) in connection with the operation of the Lot Irrigation System for their Lot.

NOW THEREFORE, for and in consideration of these premises, the mutual covenants contained in this First Amendment, Declarant hereby amends the Declaration, and the Association joins in and consents to this First Amendment, as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Amendment of Section 17.11. Section 17.11 of the Declaration is hereby amended and restated in its entirety to read as follows (additions underlined and deletions with strikethrough):

17.11 Initial Contribution. The first purchaser of a Lot from the Declarant shall pay to the Association an initial contribution in the amount FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the "**Initial Contribution**") at the time of closing of the conveyance. Notwithstanding the foregoing, the amount of the Initial Contribution shall increase to ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for any conveyance occurring pursuant to a purchase and sale agreement dated effective on or after January 1, 2017. The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, existing and future Operating Expenses, capital improvements, support costs and start-up costs. The Initial Contribution shall not be applicable to conveyances from Phase II Landowner to Declarant or conveyances from Declarant to Phase II Landowner.

3. Amendment of Section 17.12. Section 17.12 of the Declaration is hereby amended and restated in its entirety to read as follows (additions underlined and deletions with strikethrough):

17.12 Resale Contribution. After the Home has been conveyed by Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the "**Resale Contribution**"). Notwithstanding the foregoing, the amount of the Resale Contribution shall increase to ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for any conveyance closing on or after January 1, 2017. The Board, in its discretion, may further increase the amount of the Resale Contribution from time to time commencing on January 1, 2022, provided, however, that the amount of such Resale Contribution may not increase at an aggregate rate in excess of two percent (2%) per year for the period commencing January 1, 2017 through the effective date of such increase unless such additional increase is approved pursuant to an amendment to this Declaration pursuant to Section 4.4 hereof. The Resale Contribution shall not be applicable to conveyances from Declarant or Phase II Landowner. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including

without limitation, existing and future Operating Expenses, capital improvements, support costs and start-up costs.

4. Amendment to Section 10.3.1. Section 10.3.1 of the Declaration is amended and restated in its entirety to read as follows (additions underlined and deletions with strikethroughs:

10.3.1 operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving the Lot and installed on the Lots as part of the initial construction on the Lots (the "**Lot Irrigation System**"), ~~including reclaimed water and other utility charges~~, except that the Association shall have no responsibility for Lot Irrigation System Utility Charges (defined below) or for any sprinklers or other irrigation equipment separately installed by the Owner or occupant of any Lot;

5. Addition of Section 10.3.8. The following Section 10.3.8 is hereby added to the Declaration:

10.3.8 Electric, water and reclaimed water utility charges for the Lot Irrigation System maintained on each Lot (together the "**Lot Irrigation System Utility Charges**") shall be metered, charged and billed to the Owners or Lessees of such Lots, as appropriate, as part of the utility bill for such Lot.

6. Master Declaration Developer Approval of First Amendment. Article IX, Section 6 of the Master Declaration provides that any Residential Declaration (as defined under the Master Declaration) shall be submitted for the Master Declaration Developer's prior written consent and approval prior to recordation of same. Declarant, as Master Declaration Developer under the Master Declaration, by Declarant's execution of this First Amendment, hereby provides and confirms Declarant's written consent and approval of same.

7. No Further Amendment/Binding Effect. Except as hereby amended and modified, the Declaration shall remain in full force and effect. The Declaration, as amended by this First Amendment, shall be binding upon and inure to the benefit of all parties having any right, title or interest in RUBY LAKE or any part thereof, and their respective heirs, personal representatives, successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 31st day of OCTOBER, 2016.

WITNESSES:

“DECLARANT”

PULTE HOME CORPORATION, a Michigan corporation


By: [Signature]
Name: CLINT BALL
Title: VP OPERATIONS
Date: OCTOBER 31, 2016

[Signature]
Print Name: JOSHUA KALIN
[Signature]
Print Name: CARLOS GREGORY

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of OCTOBER, 2016, by CLINT BALL, as Vice President of PULTE HOME CORPORATION, a Michigan corporation. He [is personally known to me] [has produced _____ as identification].

(NOTARY SEAL)

 NANCY MEDINA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF006904
Expires 6/30/2017

[Signature]
NOTARY SIGNATURE
Nancy Medina
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: FF006904
My Commission Expires: 6-30-2017

JOINDER OF ASSOCIATION

RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the First Amendment to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of October 2016.

WITNESSES:

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

Joshua Kalin
Print Name: JOSHUA KALIN

By: [Signature]
Name: CARLOS GREGORY
Title: PRESIDENT

Nancy Medina
Print Name: Nancy Medina

{CORPORATE SEAL}

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of October 2016, by CARLOS GREGORY as PRESIDENT of RUBY LAKE 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.

(NOTARY SEAL)

Nancy Medina
NOTARY SIGNATURE
Nancy Medina
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: FF006904
My Commission Expires: 6-30-17

