

**PREPARED BY AND RETURN TO:**

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

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR RUBY LAKE (the "**Second Amendment**") is made this 26<sup>th</sup> day of January, 2018, by PULTE HOME COMPANY, LLC, a Michigan limited liability company authorized to transact business in the State of Florida, successor by conversion to PULTE HOME CORPORATION, a Michigan corporation (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 under Document Number 20160204191 in the Public Records of Orange County, Florida as amended by First Amendment to Community Declaration for Ruby Lake recorded November 4, 2016 under Document Number 20160580042, as supplemented by Supplemental Declaration to Community Declaration for Ruby Lake (Adding Ruby Lake – Phase 2) recorded July 19, 2017 under Document Number 20170403165 and as otherwise heretofore or hereafter amended and supplemented (together the "**Declaration**"); and

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

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 has sold Lots in RUBY LAKE to M/I Homes of Orlando, LLC, a Florida limited liability company ("**M/I Homes**"); and

WHEREAS, Declarant is desirous of executing and recording this Second Amendment, and the Association is desirous of joining in this Second Amendment, for the purpose of setting forth additional provisions regarding the rights and obligations of M/I Homes as an Authorized Builder (as defined below) in RUBY LAKE, all as more particularly set forth hereinbelow.

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

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

2. Definition of Authorized Builder. The following additional definition is hereby added to Section 2 of the Declaration:

**“Authorized Builder”** shall mean a duly licensed home builder that acquires Lots within RUBY LAKE from Declarant for the purpose of constructing Homes thereon for sale to third party purchasers in the ordinary course of its business and which is designated as an Authorized Builder by Declarant. Declarant, in this Second Amendment, hereby designates M/I Homes as an Authorized Builder in RUBY LAKE.

3. Approval of Authorized Builder Commercial Activities. Section 12.6 of the Declaration is hereby amended to allow Authorized Builders to engage in the commercial activity of construction, marketing and sale of Homes on Authorized Builder Lots (as defined below) within RUBY LAKE. Notwithstanding the foregoing, Authorized Builders shall not market, promote, advertise or sell any homes, lots, condominiums, townhomes or any other residential or commercial products other than Homes constructed on Authorized Builder Lots within any portion of RUBY LAKE.

4. Rights of Authorized Builders. Authorized Builders, subject to compliance with all terms, conditions and requirements of the Governing Documents, shall have the following rights and obligations in constructing and marketing Homes on Lots in RUBY LAKE owned by such Authorized Builders (each an **“Authorized Builder Lot”**):

4.1 Use of Approved Plans on Other Lots. Provided an Authorized Builder has obtained ARC approval of plans, specifications, finishes, materials and elevations for construction of a particular Home on an Authorized Builder Lot (together the **“Approved Plans”**), such Authorized Builder may utilize such Approved Plans on other Authorized Builder Lots that are the same size without being required to resubmit the Approved Plans to the ARC for approval of such use.

4.2 Right to Construct Homes. Subject to obtaining all required ARC approvals for same, Authorized Builders shall have the right to construct Homes on their Authorized Builder Lots, including all incidental rights reasonably necessary for same, such as delivery and storage of materials on such Authorized Builder Lots (or on another Lot owned by such Authorized Builder), engaging subcontractors, architects, engineers, surveyors and other consultants (together the **“Authorized**

**Builder Subcontractors and Consultants**”) in connection with the construction of Homes on such Authorized Builder Lots.

4.3 **Construction Access.** Authorized Builders and the Authorized Builder Subcontractors and Consultants shall have a right of vehicular access to such Authorized Builder Lots, including access for delivery of materials and operation of construction vehicles as reasonably necessary in connection with construction of Homes on such Authorized Builder Lots. Authorized Builders and Authorized Builder Subcontractors and Consultants shall use construction entrances designated by Declarant, if any, and streets and roadways within RUBY LAKE designated by Declarant for construction vehicle traffic, if any. In addition, Authorized Builders shall (i) promptly remove any construction debris left on any street, roadway or other portion of RUBY LAKE by Authorized Builder or their Authorized Builder Subcontractors and Consultants and (ii) promptly repair any damage to any Common Areas, Common Area improvements, Lots, Homes or any other portion of RUBY LAKE resulting from the construction activities or construction vehicle traffic of Authorized Builder or their Authorized Builder Subcontractors and Consultants.

4.4 **Authorized Builder Sales and Marketing Activity.** Authorized Builders shall have the right to engage in the commercial activity of marketing and selling Homes constructed on their Authorized Builder Lots, including the following activities:

4.4.1 **Model Homes.** Constructing not more than two (2) model homes on their Authorized Builder Lots and use of such model homes for the sale and marketing of Homes constructed or to be constructed by such Authorized Builder within RUBY LAKE. In addition, subject to approval of the design and location of same by Declarant, which approval shall not be unreasonably withheld, an Authorized Builder may construct a parking lot on one Authorized Builder Lot for use by such Authorized Builder’s marketing and operational staff and prospective purchasers.

4.4.2 **Signage.** Placing of signage on Authorized Builder Lots and within Common Area locations within RUBY LAKE to advertise and direct prospective purchasers to their Authorized Builder Lots and model homes (the “**Authorized Builder Signage**”). All Authorized Builder Signage is subject to Declarant’s prior written approval, which shall not be unreasonably withheld and which may be conditioned upon such Authorized Builder Signage being consistent in size, design, location and frequency as the signage used by Declarant to market Lots and Homes in RUBY LAKE.

4.4.3 **Promotional Activities.** Conducting marketing and promotional activities in connection with the sale of Homes on the Authorized Builder Lots (the “**Authorized Builder Promotional Activities**”). All Authorized Builder Promotional Activities, other than customary sales activities conducted within such Authorized Builders Model Homes, and any use of

the Common Areas, including Recreational Facilities, for Authorized Builder Promotional Activities are subject to obtaining Declarant's prior written approval of same, which can be withheld or conditioned in Declarant's reasonable discretion. Notwithstanding the foregoing, Declarant may withhold approval of or require an Authorized Builder to immediately discontinue any Authorized Builder Promotional Activity if Declarant, in Declarant's sole discretion, determines that such Authorized Builder Promotional Activity interferes with (i) Owners, Lessees and Immediately Family Members access to or use and enjoyment of their Homes or the Common Areas and Recreational Facilities or (ii) Declarant's construction, marketing and sale of Lots and Homes in RUBY LAKE.

4.4.4 Common Area Tours. Providing prospective purchasers of Homes on Authorized Builder Lots with tours of Recreational Facilities and other Common Areas within RUBY LAKE which are intended for Owner and Lessee access in connection with Authorized Builders' sales and marketing activities (the "Common Area Tours"). Declarant may impose restrictions on frequency, duration and scope of Common Area Tours by Authorized Builders in order to minimize interference with Owners, Lessees and Immediate Family Members access to and use and enjoyment of Common Areas and Recreational Facilities provided that Declarant also imposes the same restrictions on its own marketing tours of such Common Areas and Recreational Facilities.

4.5 Use of "Ruby Lake" Name. Pursuant to Section 21.19 of the Declaration, Declarant grants Authorized Builders the right to use the name "Ruby Lake" solely in connection with their marketing and sale of Homes on their Authorized Builder Lots. Nothing herein shall grant any Authorized Builder or other party the right to use such name for any other purpose or in connection with or with respect to any other property.

5. Modification of Definition of Spec Home. The second sentence of Section 17.4.1 of the Declaration, which currently reads as follows:

In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant or Phase II Landowner (a "Spec Lot") also shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners.

is hereby amended and restated in its entirety to read as follows (additions underlined and deletions indicated by strike through):

In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant, an Authorized Builder or Phase II Landowner (a "**Spec Lot**") also shall be assessed at ten percent (10%) of the Installment Assessment assessed to Lots with Homes constructed thereon and owned by Owners.

6. Master Declaration Developer Approval of Second 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 Second 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 Second 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 26th day of January, 2018.

**WITNESSES:**

**"DECLARANT"**

[Signature]  
Print Name: DOUG HOFFMAN

[Signature]  
Print Name: Amy Steiger

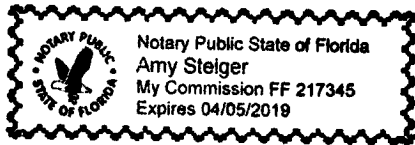
PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion to Pulte Home Corporation, a Michigan corporation

[Signature]  
By: \_\_\_\_\_  
Name: Neil Klaproth  
Title: Director of Land  
Date: January 26, 2018

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26 day of January, 2018, by Neil Klaproth, as Director of Land of PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion to Pulte Home Corporation, a Michigan corporation. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

(NOTARY SEAL)



[Signature]  
NOTARY SIGNATURE  
Amy Steiger  
PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: FF217345  
My Commission Expires: 4/5/2019

**JOINDER OF ASSOCIATION**

RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the Second 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 26th day of January, 2018.

**WITNESSES:**

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

[Signature]  
Print Name: Neil Kleproth

By: [Signature]  
Name: DOUG HOFFMAN  
Title: ~~VP~~ Vice President

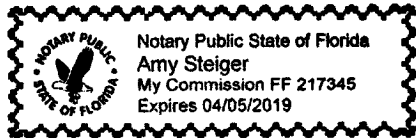
[Signature]  
Print Name: Amy Steiger

{CORPORATE SEAL}

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26 day of January, 2018, by Doug Hoffman, as ~~VP~~ Vice 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)



[Signature]  
NOTARY SIGNATURE  
Amy Steiger  
PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: FF 217345  
My Commission Expires: 4/5/2019