

**PREPARED BY AND RETURN TO:**

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

THIS THIRD AMENDMENT TO COMMUNITY DECLARATION FOR RUBY LAKE (the "**Third Amendment**") is made this 20 day of APRIL, 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 and 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 Second Amendment to Community Declaration for Ruby Lake recorded January 30, 2018 under Document Number 20180059963 and as otherwise heretofore or hereafter amended and supplemented (together the "**Declaration**"); and

WHEREAS, unless otherwise defined in this Third 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 is desirous of executing and recording this Third Amendment, and the Association is desirous of joining in this Third Amendment, for the purpose of setting forth additional provisions and disclosures regarding the discharge of stormwater outfall from the Connector Road into the Stormwater Management System for RUBY LAKE and the provisions of County Resolution 2017-M-24 (as defined below) applicable to same, all as more particularly set forth hereinbelow.

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

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

2. Provisions regarding Connector Road Drainage Easement and County Resolution 2017-M-24. The following Section 35 is hereby added to the Declaration:

35. Connector Road Drainage Easement. The Connector Road Agreement provides that stormwater outfall from certain portions of the Connector Road will be discharged into, stored in and conveyed by the Stormwater Management System of RUBY LAKE. The Stormwater Management System for RUBY LAKE has been designed, permitted and constructed to accept stormwater outfall from (i) the Hilton Resort Property pursuant to the Hilton Eastern Drainage Easement, (ii) the Hilton Access Roadway pursuant to the Hilton Access Roadway Easement and (iii) the Connector Road pursuant to the Connector Road Agreement and any recorded drainage easements granted to Orange County for same pursuant to the Connector Road Agreement (together the "Connector Road Drainage Easement").

35.1 Connector Road Drainage Easement Rights. The right and obligation to grant or modify specific easements over any portion of RUBY LAKE for the Connector Road Drainage Easement or to amend, modify or supplement the terms of the Connector Road Agreement with respect to same is hereby reserved, granted and delegated to (i) Declarant with respect to RUBY LAKE prior to Turnover and (ii) the Association with respect to RUBY LAKE after Turnover.

35.2 Additional Terms. Additional terms applicable to the Connector Road Drainage Easement are more particularly set forth in the Connector Road Agreement, as same may be amended from time to time, and may be set forth in written instruments creating, granting and modifying such Connector Road Drainage Easement, if any, as may be entered into by Declarant or the Association, as applicable, and the County.

35.3 Common Area Improvements. The portions of the Stormwater Management System accepting, storing and conveying stormwater outfall from the Connector Road pursuant to the Connector Road Drainage Easement constitute Common Area Improvements under this Declaration and shall be maintained, repaired and replaced by the Association as an Operating Expense, and shall be subject to Mandatory Reserve Assessments as provided hereunder.

35.4 Additional Disclosures. Pursuant to Orange County Board of County Commissioners Resolution No. 2017-M-24 (“**County Resolution 2017-M-24**”), the following additional disclosures are hereby provided with respect to the Stormwater Management System for RUBY LAKE:

35.4.1 RUBY LAKE is sharing a stormwater detention/retention area (the “**County Shared Facilities**”) with the County (the “**County Additional Drainage**”) because the comingled stormwater is a necessity for the infrastructure in RUBY LAKE and/or the surrounding infrastructure to function properly. RUBY LAKE is responsible for its own drainage as well as the County Additional Drainage and is responsible for the full cost of maintenance, repair and replacement and restoration of the County Shared Facilities. In no event shall the County be responsible for maintaining, repairing, replacing or restoring such County Shared Facilities or for any cost related thereto.

35.4.2 RUBY LAKE is sharing stormwater detention/retention areas (the “**Additional Development Shared Facilities**”) with another subdivision or another development (collectively the “**Additional Development Drainage**”) because the comingled stormwater is a necessity for the infrastructure in RUBY LAKE and/or the surrounding infrastructure to function properly or because it would be impracticable at this point to separate the drainage from the communities. RUBY LAKE is responsible for its percentage of the Additional Development Shared Facilities. In the event the other subdivision/development fails to perform necessary maintenance and repair for the Additional Development Shared Facilities attributable to its share of the Additional Development Drainage, if any, or contribute its share of the cost of maintenance and repair for the Additional Development Shared Facilities, if any, that is a private legal matter to be resolved between RUBY LAKE and the other subdivision or other development and the Master Association. In no event shall the County be responsible for maintaining, repairing, replacing or restoring such Additional Development Shared Facilities or for any cost related thereto.

3. Master Declaration Developer Approval of Third 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 Third Amendment, hereby provides and confirms Declarant’s written consent and approval of same.

4. 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 Third 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 20<sup>th</sup> day of April, 2018.

WITNESSES:

“DECLARANT”

[Signature]  
Print Name: Bo Stewart  
[Signature]  
Print Name: Angel Alvarez

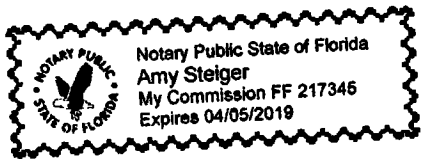
PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion to Pulte Home Corporation, a Michigan corporation

[Signature]  
By: \_\_\_\_\_  
Name: Neil Klapproth  
Title: Director of Land  
Date: April 20, 2018

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of April, 2018, by Neil Klapproth, 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: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

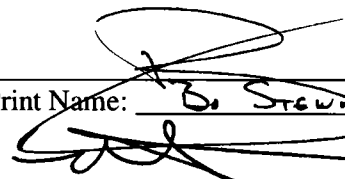
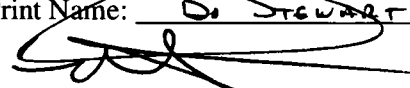
**JOINDER OF ASSOCIATION**

RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the Third 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 20 day of April, 2018.

**WITNESSES:**

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

  
Print Name: Bob Stewart  
  
Print Name: Neil Kleproth

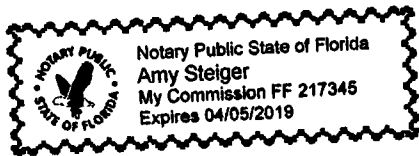
By: Angel Alfonso  
Name: Angel Alfonso  
Title: President

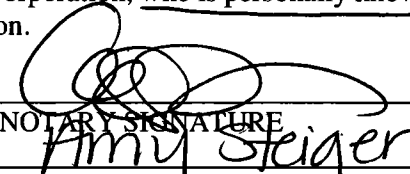
{CORPORATE SEAL}

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of April, 2018, by Angel Alfonso 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)



  
NOTARY SIGNATURE  
Amy Steiger  
PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_