

**PREPARED BY AND RETURN TO:**

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**FOURTH AMENDMENT TO COMMUNITY DECLARATION  
FOR RUBY LAKE  
AND DECLARATION AND GRANT OF EASEMENT  
(OVERLOOK AT RUBY LAKE USE OF RECREATIONAL FACILITIES)**

THIS FOURTH AMENDMENT TO COMMUNITY DECLARATION FOR RUBY LAKE AND DECLARATION AND GRANT OF EASEMENT (OVERLOOK AT RUBY LAKE USE OF RECREATIONAL FACILITIES) (the "**Fourth Amendment**") is made this 19<sup>th</sup> day of July, 2019, 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 Fourth 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 obtained and 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, Section 4.3 of the Declaration provides that Declarant's right to amend the Declaration under Section 4.3 is to be construed as broadly as possible; and

WHEREAS, none of the amendments to the Declaration effected by this Fourth Amendment are limited by or in violation of applicable law as it existed on the date the Declaration was recorded or any other term or provision set forth in the Declaration; and

WHEREAS, pursuant to Section 4.3 of the Declaration, Declarant, with the joinder and consent of the Association, entered into that certain Third Amendment to Community Declaration for Ruby Lake recorded May 1, 2018 under Document Number 20180254736 (the "**Third Amendment**"); and

WHEREAS, as hereinafter used in this Fourth Amendment, the term "Declaration" shall mean and refer to the Declaration as amended by the Third Amendment; and

WHEREAS, pursuant to Section 9 and other provisions of the Declaration, Declarant has constructed the Recreational Facilities within RUBY LAKE as Common Areas for the use and benefit of all RUBY LAKE Owners, Lessees, Immediate Family Members and their permitted guests and invitees, all subject to the terms and provisions of the Declaration and such Rules and Regulations as may be promulgated from time to time pursuant to the Declaration with respect to the use of same; and

WHEREAS, adjacent to the East of RUBY LAKE, Declarant has developed a twenty unit residential townhome community more particularly referred to as Overlook at Ruby Lake (the "**Overlook Community**") according to the plat thereof as recorded in Plat Book 95, Page 56, Public Records of Orange County, Florida (the "**Overlook Plat**"); and

WHEREAS, the Overlook Community is subject to that certain Community Declaration for Overlook at Ruby Lake (a Townhome Community) recorded May 1, 2018 under Document No. 20180254788, Public Records of Orange County, Florida (the "**Overlook Declaration**") and the jurisdiction of Overlook at Ruby Lake Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Overlook Association**"); and

WHEREAS, the Overlook Community contains no recreational facilities or amenities available for the use of the owners and occupants (the "**Overlook Owners and Occupants**") of Lots 1-20 of the Overlook Plat (the "**Overlook Lots**"); and

WHEREAS, Section 9.8.1 of the Declaration provides that the Common Areas, which include the Recreational Facilities, of RUBY LAKE shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations entitled to use same, who are not required to be members of the Association; and

WHEREAS, Section 9.8.1 of the Declaration further provides that, prior to the Community Completion Date, Declarant has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas, including the Recreational Facilities, available to other individuals, persons, firms or corporations as Declarant deems appropriate; and

WHEREAS, Section 9.8.2 of the Declaration provides that Declarant may enter into easement agreements for the use or possession agreements whereby the Owners, Telecommunications Providers,

and/or Association and/or others (emphasis added) may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes; and

WHEREAS, Section 21.7 of the Declaration provides that until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunication Services and other purposes (emphasis added) over, under, upon and across RUBY LAKE so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners; and

WHEREAS, the easements granted by Declarant pursuant to this Fourth Amendment do not materially and adversely interfere with the intended use of Homes conveyed to Owners prior to the recordation of this Fourth Amendment; and

WHEREAS, Declarant is desirous of executing and recording this Fourth Amendment, and the Association is desirous of joining in this Fourth Amendment, for the purpose of granting and declaring a non-exclusive perpetual easement to and in favor of the Overlook Lots and Overlook Owners and Occupants for access to and use of the Recreational Facilities within RUBY LAKE and to further amend the Ruby Lake Declaration consistent with same, all as more particularly provided hereinbelow.

NOW THEREFORE, for and in consideration of these premises and the mutual covenants contained in this Fourth Amendment, Declarant hereby amends the Declaration and declares and grants the Overlook Recreational Facilities Easement (as defined hereinbelow), and the Association joins in and consents to this Fourth Amendment and the Overlook Recreational Facilities Easement, as follows:

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

2. Grant of Overlook Recreational Facilities Easement. Pursuant to Sections 9.8.1, 9.8.2 and 21.7 of the Declaration, Declarant hereby declares and grants for the benefit of the Overlook Owners and Occupants and the Overlook Lots a perpetual, non-exclusive easement for access to and use of the Recreational Facilities located on the Recreational Tracts within RUBY LAKE (the "**Overlook Recreational Facilities Easement**"). Declarant, as owner of unencumbered fee simple title to the Overlook Lots, hereby accepts the declaration and grant of the Overlook Recreational Facilities Easement for the benefit of the Overlook Lots and agrees that the terms, conditions and limitations with respect to same set forth herein shall inure to the benefit of, be binding upon and enforceable successors in title the Overlook Lots (the "**Overlook Owners**"). The Overlook Association also joins in the execution of this Fourth Amendment to accept, acknowledge and consent and agree to the terms and conditions of the Overlook Recreational Facilities Easement which are to be performed by or binding upon the Overlook Association. The Overlook Recreational Facilities Easement shall be subject to the following terms, conditions and limitations:

2.1 Access Rights. Access to the Recreational Facilities and Recreational Tracts for Overlook Owners and Occupants and their immediate family members, and permitted guests and invitees (together the "**Overlook Users**") shall be through the existing pedestrian gate located on Tract WL-1 of the Overlook Plat providing pedestrian access to Tract A, RUBY LAKE – PHASE 1, according to the plat thereof, as recorded in Plat Book 88, Page 120, Public Records of Orange County, Florida (the "**Pedestrian Gate**") and over the private sidewalks and streets within RUBY LAKE as reasonably necessary to travel to and from the Recreational Facilities and

Recreational Tracts (the “**Ruby Lake Sidewalks and Streets**”). The Association shall maintain the Pedestrian Gate and Ruby Lake Sidewalks and Streets as a means of ingress and egress to the Recreational Facilities for the Overlook Users. The Overlook Users shall not have any rights to vehicular access to any portion of RUBY LAKE and shall not be provided access devices or access codes to enter through the gated vehicle entrances of RUBY LAKE and may only enter through same as permitted guests of Owners or Lessees within RUBY LAKE. Declarant shall also have the right of access to the Recreational Facilities, through the Pedestrian Gate and over the Ruby Lake Sidewalks and Streets for the purpose of providing tours of the Recreational Facilities to prospective purchasers of Overlook Lots.

2.2 Restrictions on Use. The Overlook Users rights of access to and use of the Recreational Facilities and Ruby Lake Sidewalks and Streets shall be limited by and subject to the following:

(i) All provisions of the Declaration, including, but not limited to, Section 9.16 thereof and the terms and conditions of this Fourth Amendment, as are applicable to the access to and use of the Recreational Facilities and Ruby Lake Sidewalks and Streets by RUBY LAKE Owners, Lessees, Immediate Family Members and their guests and invitees.

(ii) Rules and Regulations as may be promulgated by Declarant or the Board from time to time with respect to access to and use of the Recreational Facilities and Ruby Lake Sidewalks and Streets that are applicable generally to RUBY LAKE Owners, Lessees, Immediate Family Members and their guests and invitees.

(iii) Suspension of any Overlook Users’ rights to access to and use of the Recreational Facilities for failure to pay Recreational Facilities Use Fees allocated to their Overlook Lot as provided hereinbelow.

(iv) Further terms, provisions, limitations and restrictions on such easement rights as are set forth in that certain First Amendment to the Overlook Declaration recorded contemporaneously with this Fourth Amendment (the “**Overlook Declaration Amendment**”).

2.3 Recreational Facilities Use Fee. In consideration for the Overlook Recreational Facilities Easement granted hereunder, each Overlook Owner, commencing on the date that their Overlook Lot is conveyed from Declarant to such Overlook Owner with a completed townhome, and continuing thereafter, shall pay with respect to their Overlook Lot, an initial amount equal to \$38.00 per month, as same may be increased from time to time as provided hereinbelow (the “**Recreational Facilities Use Fees**”) to the Association. The Recreational Facilities Use Fees shall be paid as a contribution by the Overlook Owners towards the Association’s cost to operate, maintain, repair and replace the Recreational Facilities pursuant to the Declaration. Commencing on the date that is three (3) years from the date of recordation of this Fourth Amendment, such Recreational Facilities Use Fees are subject to increase by the Association to reflect additional increases in the cost of maintenance, operation and reserves for repair and replacement for the Recreational Facilities, provided, however, that the amount of the Recreational Facilities Use Fees may not increase at an aggregate rate in excess of

two percent (2%) per year for the period commencing on the date of recordation of this Fourth Amendment through the effective date of such increase. As provided in the Overlook Declaration Amendment, the Overlook Association shall include the Recreational Facilities Use Fees to be paid by the Overlook Lots within its budget and assessments to the Overlook Owners and shall remit such payment to the Association upon collection of same from the Overlook Owners. In the event an Overlook Owner is delinquent in payment of the Recreational Facilities Use Fee or any other assessments to the Overlook Association, the Overlook Association may notify the Association and the Association shall suspend access and use rights to the Recreational Facilities for all Overlook Users with respect to such Overlook Owner's Overlook Lot. In addition, in the event the Overlook Association fails to pay Recreational Facilities Use Fees to the Association with respect to any Overlook Lots and same remain delinquent for a period of twenty (20) days after written notice of such delinquency by the Association to the Overlook Association, the Association may suspend all rights of access to and use of Recreational Facilities for all Overlook Users whose Overlook Lots have outstanding delinquencies in payment of Recreational Facilities Use Fees.

2.4 No Obligations to Maintain Specific Recreational Facilities for Overlook Users. Notwithstanding the grant of the Overlook Recreational Facilities Easement herein, the Overlook Users and Overlook Association shall have no right to require Declarant or the Association to construct, operate, maintain, repair or replace any specific Recreational Facilities within RUBY LAKE. Without limiting the generality of the foregoing, Declarant and the Association reserve the specific right to change the layout, composition and design of any and all Recreational Facilities and to modify, relocate, eliminate or add to the Recreational Facilities at any time without notice to or approval by any Overlook Owners or the Overlook Association. It is hereby acknowledged that the Overlook Recreational Facilities Easement granted hereunder is limited to access to and use of such Recreational Facilities, if any, as may be maintained within RUBY LAKE for use and benefit of the RUBY LAKE Owners, Lessees, Immediate Family Members and their permitted guests and invitees and that nothing herein shall grant any Overlook Owner or the Overlook Association the right to notice of or to object to any modification, relocation, elimination or addition to the Recreational Facilities within RUBY LAKE.

2.5 Indemnification. Declarant, by acceptance of the Overlook Recreational Facilities Easement, for on behalf of all future Overlook Owners and Occupants with respect to the Overlook Lots, and each such Overlook User, by their use of the Recreational Facilities or Ruby Lake Sidewalks and Streets, agrees to indemnify and hold harmless the Indemnified Parties against all Losses incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such use of the Recreational Facilities or Ruby Lake Sidewalks and Streets by such Overlook User, including any Losses arising from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's or Ruby Lake SF Association's insurance policies, as applicable.

2.6 Termination of Overlook Recreational Facilities Easement. The Overlook Recreational Facilities Easement may be terminated by the Overlook Association upon approval of such termination by (i) the Board of Directors of the Overlook Association and (ii) a majority of the Overlook Owners present or by proxy at a duly called meeting

of the Overlook Owners in accordance with the Overlook Declaration and the Articles of Incorporation and Bylaws of the Overlook Association (together the “**Overlook Recreational Facilities Easement Termination Approvals**”). Recordation of a Notice of Termination of the Overlook Recreational Facilities Easement (the “**Termination Notice**”) in the Public Records which is signed by the President or Vice President of the Overlook Association and which certifies (i) that the Overlook Recreational Facilities Easement Termination Approvals have been obtained and that (ii) a copy of such Termination Notice has been delivered to the Association shall be effective to terminate the Overlook Recreational Facilities Easement. In such event all rights of the Overlook Users of access to and use of the Recreational Facilities and all obligations of the Overlook Owners and Overlook Association with respect to payment of Recreational Facilities Use Fees shall terminate.

2.7 **Successors and Assigns.** The Overlook Recreational Facilities Easement and the terms and conditions of this Section 2 shall be binding upon and inure to the benefit of Declarant, the Association, the Overlook Association and the Overlook Owners and Occupants and their respective heirs, administrators, personal representatives and successors and assigns and shall run with the title to the Recreational Tracts, Recreational Facilities, Ruby Lake Sidewalks and Streets and the Overlook Lots. Upon sale or conveyance of an Overlook Lot by Declarant to an Overlook Owner, Declarant shall be released from any further duties, obligations and liabilities with respect to such Overlook Lot under the Overlook Recreational Facilities Easement and this Section 2.

3. **Prohibition Against Additional Grants of Recreational Facilities Easements or Use Rights.** The Declaration is hereby amended to provide that, except for the Overlook Recreational Facilities Easement granted herein, neither Declarant nor the Association shall have the right to grant any further rights of access to or use of the Recreational Facilities within RUBY LAKE unless same is approved by a majority of the members of the Association at a duly called membership meeting at which a quorum is present.

4. **Master Declaration Developer Approval of Fourth 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 Fourth Amendment, hereby provides and confirms Declarant’s written consent to and approval of this Fourth Amendment and the Overlook Recreational Facilities Easement granted herein.

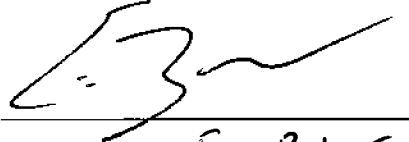
5. **No Further Amendment/Binding Effect.** Except as hereby amended and modified, the Declaration shall remain in full force and effect. The Declaration, as amended by this Fourth Amendment, and the Overlook Recreational Facilities Easement granted herein shall be binding upon and inure to the benefit 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.

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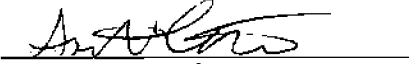
IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 1st day of July, 2019.

WITNESSES:

“DECLARANT”




Print Name: Eric Baker



Print Name: SCOTT CAROSTEAN

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

By: 

Name: CLIFF TORRES

Title: DIRECTOR OF LAND DEVELOPMENT

Date: 7/1, 2019

Address: 4901 Vineland Road, Suite 500  
Orlando, FL 32811

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of July, 2019, by Cliff Torres, 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)





NOTARY SIGNATURE

EUGENIA RIOS-DORIA

PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA

Commission Number: GG 275282

My Commission Expires: 11/08/2022

JOINDER OF ASSOCIATION

RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), does hereby join in and consent to the Fourth 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 1st day of July, 2019.

WITNESSES:

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

[Signature]

Print Name: SCOTT CHRISTIAN

[Signature]

Print Name: EUGENIA RIOS-DORIA

By: [Signature]

Name: Eric Baker

Title: President - HOA

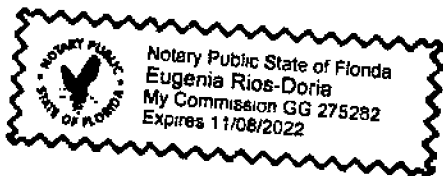
{CORPORATE SEAL}

Address: 4901 Vineland Road, Suite 500  
Orlando, FL 32811

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of July, 2019, by Eric Baker, as President HOA 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

EUGENIA RIOS-DORIA

PRINTED NOTARY NAME

NOTARY PUBLIC, STATE OF FLORIDA

Commission Number: GG 275282

My Commission Expires: 11/08/2022



**JOINDER OF OVERLOOK ASSOCIATION**

OVERLOOK AT RUBY LAKE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Overlook Association**"), does hereby join in and consent to the Fourth Amendment to which this Joinder is attached, and hereby agrees that the terms and conditions of the Overlook Recreational Facilities Easement set forth therein are and shall be binding upon the Overlook Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of July, 2019.

**WITNESSES:**

**OVERLOOK AT RUBY LAKE HOMEOWNERS ASSOCIATION, INC.,** a Florida corporation not for profit

[Signature]  
Print Name: Scott Christman  
[Signature]  
Print Name: Anna Stawumeyer

By: [Signature]  
Name: Eric Baker  
Title: President - HOA

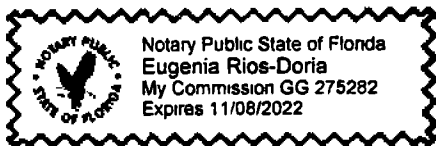
{CORPORATE SEAL}

Address: 4901 Vineland Road, Suite 500  
Orlando, FL 32811

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of July, 2019, by Eric Baker, as President - HOA of OVERLOOK AT RUBY LAKE HOMEOWNERS 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  
EUGENIA RIOS-DORIA  
PRINTED NOTARY NAME  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: GG 275282  
My Commission Expires: 11/08/2022