

PREPARED BY AND RETURN TO:

James G. Kattelman, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809

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

THIS FIFTH AMENDMENT TO COMMUNITY DECLARATION FOR RUBY LAKE AND DECLARATION AND GRANT OF EASEMENT (OVERLOOK AT RUBY LAKE USE OF RECREATIONAL FACILITIES) (the "Fifth Amendment") is made this 0 day of August, 2020, 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").

R E C I T A L S

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. Second Amendment to Community Declaration for Ruby Lake recorded January 30, 2018 under Document Number 20180059963, Third Amendment to Community Declaration for Ruby Lake recorded May 1, 2018 under Document Number 20180254736 and Fourth Amendment to Community Declaration for Ruby Lake and Declaration and Grant of Easement recorded July 10, 2019 under Document Number 20190423657 and as otherwise heretofore or hereafter amended and supplemented (together the "Declaration"); and

WHEREAS, unless otherwise defined in this Fifth 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 Fifth 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, Declarant is desirous of executing and recording this Fifth Amendment, and the Association is desirous of joining in this Fifth Amendment, for the purpose of amending the first full Paragraph of Section 2 and Section 2.1 of the Fourth Amendment, as more particularly provided hereinbelow.

NOW THEREFORE, for and in consideration of these premises and the mutual covenants contained in this Fifth Amendment, Declarant hereby amends the Declaration and certain provisions related to the Overlook Recreational Facilities Easement, and the Association joins in and consents to this Fifth Amendment and the amendments to the provisions related to 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. The first full paragraph of Section 2 of the Fourth Amendment is hereby amended and restated to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

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, including, without limitation, the right for Overlook Owners and Occupants to reserve or rent portions of the Recreational Facilities for private parties or functions for the exclusive use of such Overlook Owners and Occupants and their guests and permitted invitees on the same terms as Owners and Lessees in RUBY LAKE (the "Overlook Recreational Facilities Easement"). For purposes of clarity, the Association may limit, prohibit or otherwise condition the rights of Overlook Owners and Occupants to reserve or rent the Recreational Facilities for private parties or functions provided that all such limitations, prohibitions and conditions apply on an equal basis to Owner and Lessees in RUBY LAKE. 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:"

3. Overlook Recreational Facilities Easement: Access Rights. Section 2.1 of the Fourth Amendment is hereby amended and restated to read as follows (additions are double-underlined, and deletions, if any, are ~~stricken through~~):

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. Except as provided below, 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. In the event an Overlook Owner and Occupant has reserved a portion of the Recreational Facilities for a private party or function in accordance with the terms of this Declaration and the Overlook Declaration, such Overlook Owner and Occupant shall be provided with a temporary access code for the limited purpose of providing the Overlook Owner and Occupant and their guests temporary vehicular access through the vehicular entrance and exit gates and over the streets of RUBY LAKE as reasonably necessary to travel to and from such Recreational Facilities during the time of such reserved private party or function.

4. Master Declaration Developer Approval of Fifth 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 Fifth Amendment, hereby provides and confirms Declarant's written consent to and approval of this Fifth 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 Fifth Amendment, and the amendments to the terms related to 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 17 day of August, 2020.

WITNESSES:

“DECLARANT”

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

Wesley Hunt
Print Name: Wesley Hunt
Earl Belk
Print Name: Earl Belk

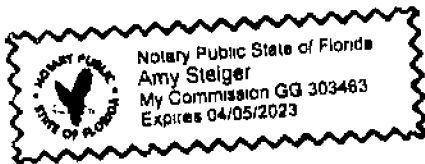
By: [Signature]
Name: CLIFF TORRES
Title: DIRECTOR OF LAND DEVELOPMENT
Date: 8/17, 2020

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of August, 2020, 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)



[Signature]
NOTARY SIGNATURE
Amy Steiger
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: 6161303463
My Commission Expires: 4/5/2023

JOINDER OF ASSOCIATION

RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in and consent to the Fifth 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 17 day of August, 2020.

WITNESSES:

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

Wesley Hunt
Print Name: Wesley Hunt
Cliff Turner
Print Name: CLIFF TURNER

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

{CORPORATE SEAL}

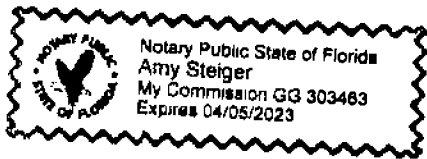
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of August, 2020, by ERIC BAKER, 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)

[Signature]
NOTARY SIGNATURE
Amy Steiger
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: 616303463
My Commission Expires: 4/15/2023



ae

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 Fifth Amendment to which this Joinder is attached, and hereby agrees that the amendments to the terms related to 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 17 day of August, 2020.

WITNESSES:

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

Wesley Hunt
Print Name: Wesley Hunt
[Signature]
Print Name: CLIFF TRAVIS

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

{CORPORATE SEAL}

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17 day of August, 2020, by Eric Baker, as President 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
Amy Steiger
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: GG 303483
My Commission Expires: 4/5/2023