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**COMMUNITY DECLARATION
FOR
RUBY LAKE**

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COMMUNITY DECLARATION

FOR

RUBY LAKE

THIS COMMUNITY DECLARATION FOR RUBY LAKE (this "**Declaration**") is made this 18th day of April, 2016, by PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in the State of Florida (the "**Declarant**") and joined in by JEN FLORIDA XXI, LLC, a Florida limited liability company ("**Phase II Landowner**") and RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. Declarant is the owner of the real property located in Orange County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**Phase I Property**").
- B. Phase II Landowner is the owner of the real property located in Orange County, Florida contiguous to the Phase I Property and more particularly described on **Exhibit 2** attached hereto and incorporated herein by reference (the "**Phase II Property**").
- C. Declarant has an option to purchase the Phase II Property from Phase II Landowner pursuant to that certain Option Agreement between Declarant and Phase II Landowner dated October 30, 2015, as further evidenced by that certain Memorandum of Option Agreement by Declarant and Phase II Landowner dated October 30, 2015 and recorded November 2, 2015 in Official Records Book 11006, Page 6066, Public Records of Orange County, Florida (the "**Declarant Purchase Option**").
- D. Declarant and Phase II Landowner hereby desire to subject the Phase I Property and the Phase II Property (together "**RUBY LAKE**") to the covenants, conditions and restrictions contained in this Declaration.
- E. This Declaration is a covenant running with all of the land comprising RUBY LAKE, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant and Phase II Landowner hereby declare that every portion of RUBY LAKE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

“**Additional RUBY LAKE Boundary Wall Improvements**” shall have the meaning set forth in Section 33.1 hereof.

“**ARC**” shall mean the Architectural Review Committee for RUBY LAKE established pursuant to Section 19.1 hereof.

“**Architectural Guidelines**” shall mean the architectural guidelines, specifications and/or other standards, if any, set forth in this Declaration, or separately established by the Declarant or the ARC pursuant to Section 19.5 hereof.

“**Articles**” shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

“**Assessments**” shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

“**Association**” shall mean RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

“**Association Indemnified Parties**” shall mean the Association and its officers, directors, managers, agents, employees, affiliates and attorneys and their respective successors and assigns.

“**Board**” shall mean the Board of Directors of the Association.

“**Boundary Wall**” shall have the meaning set forth in Section 33.1 hereof.

“**Boundary Wall Improvements**” shall have the meaning set forth in Section 33.1 hereof.

“**Bylaws**” shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 4** and made a part hereof as amended from time to time.

“**Common Area Roadway Tracts**” shall mean Common Area tracts which contain private streets or roadways providing vehicular access to Lots or Common Areas within RUBY LAKE.

“**Common Areas**” shall mean all real property interests and personalty within RUBY LAKE designated as Common Areas from time to time by the Declarant, by this Declaration, by the Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within RUBY LAKE. The Common Areas may include, without limitation, the Recreational Facilities, Boundary Wall, Additional RUBY LAKE Boundary Wall Improvements, Pier Facilities, Conservation Easement Property, Environmental Swale Easements and Drainage Easements (as defined herein), entrance features, entrance and exit gates, buffer or landscaped areas, open space areas, internal buffers,

perimeter buffers, retention walls, perimeter walls and fences, easement areas owned by others, public rights of way, wet and dry retention areas, irrigation facilities, sidewalks, street lights and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT OR PHASE II LANDOWNER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT’S OR PHASE II LANDOWNER’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS OR RECREATIONAL FACILITIES TO BE CONSTRUCTED BY DECLARANT OR PHASE II LANDOWNER OR TO BE OWNED OR OPERATED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

“**Community Completion Date**” shall mean the date upon which all Homes in RUBY LAKE, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.

“**Conservation Easements**” shall have the meaning set forth in Section 27.1 hereof.

“**Conservation Easement Property**” shall have the meaning set forth in Section 27.1 hereof.

“**Contractors**” shall have the meaning set forth in Section 19.12.2 hereof.

“**County**” shall mean Orange County, Florida.

“**Declaration**” shall mean this COMMUNITY DECLARATION FOR RUBY LAKE, together with all amendments and modifications thereof and supplements thereto.

“**Declarant**” shall mean PULTE HOME CORPORATION, a Michigan corporation (the “**Declarant**”), or (i) any successor or assign who has or takes title to any portion of the property described in **Exhibit 1 or Exhibit 2** for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes, including, without limitation a Partial Assignment of Declarant’s Rights under this Declaration by Declarant to the Phase II Landowner with respect to the Phase II Property, or (ii) Phase II Landowner, in the event of recordation of the Phase II Landowner’s Successor Declarant Notice as provided hereinbelow. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant. Except as expressly provided herein, the term Declarant specifically excludes Phase II Landowner, it being acknowledged and understood that Phase II Landowner shall not be responsible for any duties, obligations or

liabilities of Declarant under this Declaration or exercise any rights or powers of Declarant under this Declaration unless (i) there is an express assignment, acceptance and assumption of same by instrument duly executed by Phase II Landowner and Declarant and recorded among the Public Records, or (ii) Phase II Landowner records the Phase II Landowner Successor Declarant Notice among the Public Records as provided hereinbelow.

In the event Declarant (i) defaults in performing any obligations of Declarant under the Declarant Purchase Option or (ii) elects not to exercise Declarant's option to purchase all of the Phase II Property from Phase II Landowner pursuant to the Declarant Purchase Option, Phase II Landowner, in addition to such other remedies as Phase II Landowner may have under the Declarant Purchase Option, may execute and record a notice in the Public Records confirming such default or failure to exercise such option by Declarant and Phase II Landowner's election to become successor Declarant under this Declaration with respect to the Phase II Property only (the "**Phase II Landowner's Successor Declarant Notice**"). Upon the execution and recording of the Phase II Landowner's Successor Declarant Notice, Declarant shall be deemed to have assigned and transferred to Phase II Landowner, and Phase II Landowner shall be deemed to have accepted from Declarant and assumed all rights, powers, duties and obligations as Declarant under this Declaration with respect to the Phase II Property, and Phase II Landowner shall exercise all rights, powers and privileges as Declarant granted under this Declaration with respect to the Phase II Property and shall be responsible for performance of all duties and obligations as Declarant under this Declaration with respect to the Phase II Property thereafter. In such event, and without limiting the generality of the foregoing or the rights of Phase II Landowner as Declarant with respect to the Phase II Property as provided elsewhere in this Declaration, Phase II Landowner, as Declarant under this Declaration with respect to the Phase II Property, shall have the right to appoint one of the Declarant appointed members to the Board of the Association. Notwithstanding the foregoing, or any other provision of this Declaration to the contrary, but excluding the County Gated Community Obligations as defined in Section 29.3 below, for which Declarant and Phase II Landowner will be jointly and severally responsible to the County, Phase II Landowner shall not be liable for acts and omissions made by or on behalf of Declarant with respect to (i) any portion of the Phase I Property or (ii) prior to the recordation of the Phase II Landowner's Successor Declarant Notice, and Declarant shall not be liable for acts and omissions made by or on behalf of Phase II Landowner (or any other subsequent successor Declarant) with respect to the Phase II Property after recordation of the Phase II Landowner's Successor Declarant Notice.

"**Declarant Indemnified Parties**" shall mean the Declarant, Phase II Landowner and their respective officers, directors, partners, agents, employees, affiliates and attorneys and their respective successors and assigns.

"**Declarant Purchase Option**" shall have the meaning set forth in Recital C hereof.

"**Drainage Easement**" shall mean any easement for drainage purposes dedicated to the Association on the Plat or granted to the Association by any separately recorded instrument.

"**Environmental Swale Easement**" shall have the meaning set forth in Section 15.10 hereof.

“Gated Community Infrastructure” shall mean any subdivision improvements and infrastructure required to be maintained with respect to RUBY LAKE pursuant to the Gated Community Ordinance.

“Gated Community Ordinance” shall mean Article VIII of Chapter 34 of the Orange County Code in effect at the time of recording this Declaration.

“Governing Documents” shall mean the Master Declaration, this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Architectural Guidelines, and any applicable Supplemental Declaration all as amended from time to time.

“Home” shall mean a residential dwelling and appurtenances thereto constructed on a Lot within RUBY LAKE. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

“Immediate Family Members” shall mean the spouse of the Owner or Lessee and all unmarried children twenty-two (22) years and younger of the Owner or the Owner’s spouse or the Lessee or the Lessee’s Spouse. If an Owner or Lessee is unmarried, the Owner or Lessee may designate one (1) other person who is living with such Owner or Lessee in the Home in addition to children of the Owner or Lessee as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner or Lessee within the Home.

“Indemnified Parties” shall mean the Declarant Indemnified Parties and the Association Indemnified Parties.

“Individual Assessments” shall have the meaning set forth in Section 17.2.6 hereof.

“Initial Contribution” shall have the meaning set forth in Section 17.11 hereof.

“Installment Assessments” shall have the meaning set forth in Section 17.2.1 hereof.

“Lease Agreement” shall have the meaning set forth in Section 12.24 hereof.

“Lender” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

“Lessee” shall mean the lessee named in any Lease Agreement with respect to a Home who is legally entitled to possession of any Home within RUBY LAKE.

“**Lot**” shall mean any platted lot shown on the Plat. The term “Lot” includes any interest in land, improvements, or other property appurtenant to the Lot, including without limitation a Home. The term “Lot” shall not include any unplatted property or any portion of the Phase II Property prior to the time same is platted into Lots pursuant to a Plat.

“**Mandatory Reserve Assessments**” shall have the meaning set forth in Section 17.2.5 hereof.

“**Master Association**” shall mean Midtown Master Owners’ Association, Inc., a Florida non-profit corporation formerly known as Marbella Master Owners’ Association, Inc. The Master Association is the property owners association formed to administer and govern the Master Declaration Property pursuant to the Master Declaration and to enforce the covenants, terms and conditions of the Master Declaration.

“**Master Declaration**” shall mean that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Marbella recorded March 2, 2006 in Official Records Book 8508, Page 680, Public Records of Orange County, Florida, and that certain First Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Marbella recorded January 11, 2007 in Official Records Book 9059, Page 2312, Public Records of Orange County, Florida, that certain Second Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Marbella recorded February 6, 2009 in Official Records Book 9825, Page 3709, Public Records Of Orange County, Florida and that certain Third Amendment to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Midtown recorded November 2, 2015 in Official Records Book 11006, Page 6053, Public Records of Orange County, Florida, together with all subsequent amendments thereof and supplements thereto.

“**Master Declaration Property**” shall mean the property subject to the covenants, terms, conditions and restrictions of the Master Declaration, which includes without limitation RUBY LAKE.

“**Master Declaration Developer**” shall mean the current holder of the rights and responsibilities as “Developer” under the Master Declaration. At the time of recording this Declaration, Declarant is the Master Declaration Developer.

“**Master Association Assessments**” shall mean all assessments of any character imposed on RUBY LAKE by the Master Association pursuant to the Master Declaration.

“**Master Association Voting Rights**” shall have the meaning set forth in Section 30.5 hereof.

“**Master Association Common Area**” shall be all “Common Areas” as defined and created in, under and pursuant to the Master Declaration.

“**Master Association Owners**” shall mean all “Owners” as defined under the Master Declaration.

“Master Association Parcels” shall mean all “Parcels” as defined in the Master Declaration, which are defined as a distinct subdivided parcel within the Master Association Property.

“Master Plan” shall mean collectively any full or partial concept plan for the development of RUBY LAKE, as it exists as of the date of recording this Declaration, as same may be amended from time to time by Declarant, in its sole discretion, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of RUBY LAKE, as Declarant reserves the right to amend all or part of the Master Plan from time to time as may be approved by the County.

“MF Parcel” shall mean the parcel immediately adjacent to the East of RUBY LAKE, which is contemplated to be developed for multi-family residential purposes and which is more particularly described on Exhibit “A” of the MF Parcel Wall Easement.

“MF Parcel Declaration” shall mean that certain Declaration of Development Covenants, Easements and Use Restrictions and Right of First Refusal by Declarant and Phase II Landowner recorded November 2, 2015 in Official Records Book 11006, Page 5975 of the Public Records. Paragraph 15 of the MF Parcel Declaration provides that the MF Parcel Declaration shall be released from and shall no longer be an encumbrance upon title to or enforceable against any Owner of any platted Lot within RUBY LAKE upon conveyance of title to such Owner with a completed Home for which a certificate of occupancy has been issued.

“MF Parcel Owner” shall have the meaning set forth in Section 33.4 hereof.

“MF Parcel Wall Easement” shall have the meaning set forth in Section 33.1 hereof.

“Operating Expenses” shall mean all costs and expenses of the Association. Operating Expenses may include, without limitation, all costs of ownership, operation, and administration of the Common Areas, including the Boundary Wall, Additional Boundary Wall Improvements, Recreational Facilities, Pier Facilities, all community lighting including up-lighting and entrance lighting, all amounts payable in connection with any private street lighting agreement between Association and a public utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; all Master Association Assessments imposed on RUBY LAKE pursuant to the Master Declaration; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations of the Association hereunder, or as determined to be part of the Operating Expenses by the Association. By way of example, and not of limitation, Operating Expenses shall include all of the Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

“Optional Reserve Assessments” shall have the meaning set forth in Section 17.2.5 hereof.

“**Owner**” shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term “Owner” shall not include Declarant or Phase II Landowner, even after the Turnover Date.

“**Parcel**” shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

“**Permit**” shall collectively mean Permit No. 48-00993-P, as amended or modified, issued by SFWMD, a copy of which is attached hereto as **Exhibit 5**, as amended from time to time.

“**Pier**” shall have the meaning set forth in Section 16.1 hereof.

“**Pier Facilities**” shall have the meaning set forth in Section 16.1 hereof.

“**Plat**” shall mean any plat of any portion of RUBY LAKE filed in the Public Records, from time to time, including without limitation, the plat of RUBY LAKE – PHASE 1, as recorded in Plat Book 88, Page 120, Public Records of Orange County, Florida. This definition shall be automatically amended to include the plat of any additional phase of RUBY LAKE, including, without limitation the Phase II Property, as such phase is added to this Declaration, or any replat of any portion of RUBY LAKE.

“**Public Records**” shall mean the Public Records of Orange County, Florida.

“**Recreational Facilities**” shall have the meaning set forth in Section 9.2 hereof.

“**Recreational Tracts**” shall mean all Common Area tracts on which Recreational Facilities are constructed and maintained.

“**Reserves**” shall have the meaning set forth in Section 17.2.5 hereof.

“**RUBY LAKE**” shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

“**Rules and Regulations**” shall mean the Rules and Regulations governing RUBY LAKE as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Architectural Guidelines or may be adopted separately by the Declarant or the Board, as applicable.

“**SFWMD**” shall mean the South Florida Water Management District.

“**Special Assessments**” shall mean those Assessments more particularly described as Special Assessments in Section 17.2.3 hereof.

“**Supplemental Declaration**” shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, creates

additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant, with the consent of Phase II Landowner, may, by Supplemental Declaration, create additional classes of membership for the Owners of any additional property made subject to this Declaration pursuant to Section 5.1, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

“Surface Water Management System” or **“SWMS”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, lakes, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403, Florida Statutes. The RUBY LAKE Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

“Telecommunications Provider” shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Title Documents” shall have the meaning set forth in Section 24.8 hereof.

“Turnover” shall have the meaning set forth in Section 7.3.1.2 hereof.

“Turnover Date” shall mean the date on which Turnover (the transition of control of the Association from Declarant to Owners) occurs.

“Use Fees” shall have the meaning set forth in Section 17.2.4 hereof.

“Voting Interest” shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within RUBY LAKE, which shall include the voting interests of the Declarant and Phase II Landowner, as applicable.

3. Plan of Development.

3.1 Plan. The planning process for RUBY LAKE is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop RUBY LAKE and any adjacent property owned by the Declarant or Phase II Landowner into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes,

multi-family homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, entrance features, landscape screens, or berms or other improvements or facilities (including Recreational Facilities) is not a guaranty or promise that such items will remain or form part of RUBY LAKE as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for RUBY LAKE that may be supplemented by additional covenants, restrictions and easements applicable to particular areas within RUBY LAKE. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of RUBY LAKE from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within RUBY LAKE shall provide that the Lessee and all occupants of the leased Home shall be bound by and comply with the terms of the Governing Documents. Specific requirements for Lessees and tenants are set forth in this Declaration.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant or Phase II Landowner unless such amendment receives the prior written consent of Declarant or Phase II Landowner, respectively which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration regarding the specific rights and obligations of Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any amendment to this Declaration by any governmental entity or governmental agency having jurisdiction over RUBY LAKE is required by applicable law or governmental regulation or land use or development condition of approval affecting RUBY LAKE for any amendment to this Declaration, then the prior written consent of such governmental entity or governmental agency must also be obtained. All amendments affecting the SWMS or any Conservation Areas must comply with Section 25.2 which benefits SFWMD pursuant to the Permit. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents, except as expressly provided by applicable law as it exists on the date this Declaration is recorded.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant and Phase II Landowner shall have the joint right to amend this Declaration as they deem appropriate, without the joinder or consent of any other person or entity whatsoever, except as expressly limited by applicable law as it exists on the date this Declaration is recorded or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any

portion of RUBY LAKE; (ii) additions or deletions from RUBY LAKE and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's and Phase II Landowner's rights to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant and Phase II Landowner may create easements over, under and across Lots conveyed to Owners provided that such easements do not materially and adversely impact the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's and Phase II Landowner's prior written consent to any proposed amendment, which can be withheld in Declarant's or Phase II Landowner's sole discretion. Thereafter, an amendment identical to that approved by Declarant and Phase II Landowner may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant and Phase II Landowner shall join in such identical amendment so that their consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Declarant and Phase II Landowner and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. Notwithstanding the foregoing, all rights of Phase II Landowner to amend this Declaration and all requirements that Phase II Landowner consent to the amendment of this Declaration shall terminate upon the recordation of the Phase II Landowner Rights Termination Notice as provided in Section 29.4 hereinbelow.

4.4 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant and Phase II Landowner shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, any Lender, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, any Lender or any other party shall be required or necessary to any such amendments by the Board.

4.6 County Consent for Amendments Affecting Gated Community Matters. Notwithstanding anything in this Declaration to the contrary, no provision of this Declaration may be amended in a manner that materially adversely affects the interest of the County as it relates to the Gated Community Infrastructure and the obligations of Declarant, Phase II Landowner and the Association under the Gated Community Ordinance without the County's written consent.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Up to the date that is five (5) years after the Community Completion Date, additional lands may be made part of RUBY LAKE by Declarant, with the joinder and consent of Phase II Landowner, and the addition of such lands shall automatically extend the Community Completion Date to allow the development of same. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders), except as provided herein. Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of RUBY LAKE at the time of execution and recordation of this Declaration. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and Phase II Landowner, and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant and Phase II Landowner may add additional lands to RUBY LAKE.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any) required for same, additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of RUBY LAKE (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records joined in by Phase II Landowner and the owner of record title to such lands if other than Declarant. The right of Declarant to withdraw portions of RUBY LAKE shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Except as provided above, the withdrawal of any portion of RUBY LAKE shall not require the consent or joinder of any other party (including without limitation, the Association, Owners, or any Lenders). Association shall have no right to withdraw land from RUBY LAKE.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental

Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

5.5 County Approval. Notwithstanding the foregoing or anything else in this Declaration to the contrary, County approval shall be required for all (i) additions to the RUBY LAKE authorized under this Declaration, (ii) deletions and withdrawals of property from RUBY LAKE authorized under this Declaration and (iii) amendments and/or supplements to this Declaration that relate in any way to the Gated Community Infrastructure or the requirements of the Gated Community Ordinance.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, the SWMS shall be conveyed to SFWMD or the County and, if not accepted by such agency, the SWMS shall be dedicated to a similar non-profit corporation. If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit and the Gated Community Ordinance, unless and until an alternate entity assumes responsibility.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, RUBY LAKE and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting the requirements of the Gated Community Ordinance and Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of the Gated Community Infrastructure and those portions of RUBY LAKE that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's and Phase II Landowner's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior

to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. Termination of the Declaration shall not relieve the Declarant or Owners from the requirements of the Gated Community Ordinance as long as the community remains gated.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's title to that Home or Lot, shall terminate the Owner's rights to use and enjoy the Common Areas and shall terminate such Owner's membership in the Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

7.3 Membership and Voting Rights.

7.3.1 In addition to the Declarant and Phase II Landowner, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from the ownership of a Lot. Declarant and Phase II Landowner rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1.1 Class A Members. Class A members shall be all Owners. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.1.2 Class B Member. Declarant and Phase II Landowner shall be the Class B members and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any Parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant and Phase II Landowner shall be entitled to fourteen (14) votes per acre or fraction thereof contained within such Parcel, until such time as the Parcel is platted into Lots, whereupon Declarant and Phase II Landowner shall be entitled to nine (9)

votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and Phase II Landowner shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of control and operation of the Association by the Declarant to Owners. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. At the Turnover meeting, Owners shall elect a majority of the Directors. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. As required by Section 28.6 of this Declaration, Turnover shall not occur sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the Homes to be constructed in RUBY LAKE, and must occur no later than the point in time at which certificates of occupancy have been issued for 90% of the Homes located therein (the "**Turnover Window**"). Within three (3) months after the happening of the event triggering Turnover, but in all cases within the Turnover Window, the Declarant shall conduct a Turnover meeting for the purpose of turning over the Association to the Owners and electing new Directors of the Association. For purposes of this Section 7.3.1.2, an event triggering Turnover shall mean the earliest of the following events (provided that same allows for completion of Turnover within the Turnover Window):

7.3.1.2.1 Twenty (20) years from the date of recording of this Declaration among the Public Records of Orange County, Florida.

7.3.1.2.2 The date which is three (3) months before the date when Declarant anticipates that certificates of occupancy will be issued for ninety percent (90%) of the maximum number of Homes that may ultimately be constructed in RUBY LAKE.

7.3.1.2.3 At an earlier time determined by Declarant in its sole discretion;

If an event triggering Turnover occurs prior to the Turnover Window, Turnover shall automatically be extended to occur within three (3) months of the date certificates of occupancy have been issued for seventy percent (70%) of the Homes to be constructed in RUBY LAKE.

7.3.1.3 Declarant Election of Director. Notwithstanding the foregoing, from and after Turnover, for so long as Declarant holds at least five percent (5%) of the total number of Lots planned for RUBY LAKE out for sale, Declarant, at Declarant's sole option, may elect one (1) member of the Board. Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this

Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither the Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or Phase II Landowner or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, but subject to the terms of Section 28 hereof and the Gated Community Ordinance, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of RUBY LAKE for various public purposes or for the provision of telecommunications systems, or to make any portions of RUBY LAKE part of the Common Areas. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, INCLUDING RECREATIONAL FACILITIES, OR TO MODIFY, RELOCATE OR ELIMINATE COMMON AREAS OR RECREATIONAL FACILITIES AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

9. Common Areas. Common Areas shall include the following Tracts dedicated to the Association on the Plat of the Phase I Property:

Landscape and Open Space Tracts 0S-1, 0S-2, 0S-3 and 0S-4

Stormwater Management Tracts SW-1, SW-2 and SW-3

Drainage Tract C

Recreation Tract – P-1

Private Roadway Tract A

9.1 Prior to Conveyance. Prior to the conveyance of the Common Areas to the Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Declarant or Phase II Landowner shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant or Phase II Landowner, in their sole discretion deem appropriate. During such period, Declarant or Phase II Landowner, as appropriate, shall own, operate, and administer the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no

right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be constructed by Declarant and owned and operated by the Association as part of RUBY LAKE. Declarant, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice. Notwithstanding the foregoing, the rights of Declarant with respect to the portions of the Common Areas comprising Gated Community Infrastructure shall be subject to Section 28 of this Declaration and the Gated Community Ordinance.

9.2 Construction of Common Area Improvements. Declarant anticipates it will construct, at its sole cost and expense, certain improvements as part of the Common Areas as Declarant determines in its sole discretion, including without limitation, passive parks, a pool, clubhouse, fitness center, tennis court, meeting room and the Pier Facilities (if constructed pursuant to Section 16) (collectively, the “**Recreational Facilities**”). Declarant shall be the sole judge of the composition of any Common Area improvements comprising the Recreational Facilities. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements (including Recreational Facilities) within RUBY LAKE, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas (including Recreational Facilities). Declarant is not obligated to, nor has it represented that it will construct any Common Area improvements or Recreational Facilities. Declarant is the sole judge of the Common Area improvements and Recreational Facilities, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property (e.g., furniture), color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant and Phase II Landowner. Until the Community Completion Date, Declarant or Phase II Landowner shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant or Phase II Landowner.

9.4 Conveyance. Notwithstanding anything to the contrary in this Section 9.4 (including all sub-Sections hereof), conveyance of any portion of the Common Area constituting Gated Community Infrastructure shall be made in accordance with and subject to the conditions and requirements of the Gated Community Ordinance and Section 28 of this Declaration.

9.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements, or conveyed to the Association by quitclaim deed or other instrument of conveyance as determined by the Declarant or Phase II Landowner in their sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant’s or Phase II Landowner’s request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall

be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein, and Association shall, and does hereby, indemnify and hold Declarant, Phase II Landowner and the Declarant Indemnified Parties harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits and development agreements from Declarant or Phase II Landowner, or any other permittee, of any permit or development agreement required by a governmental agency in connection with the development of RUBY LAKE, including, without limitation, the Permit, as same may be modified and/or amended. Association shall cooperate with Declarant, Phase II Landowner or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits and development agreements to the Association and the Association's assumption of all obligations thereunder. EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE, THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH COMMON AREAS PERSONAL PROPERTY, EQUIPMENT AND APPURTENANCES BEING CONVEYED. NOTWITHSTANDING THE FOREGOING, ALL GATED COMMUNITY INFRASTRUCTURE WILL BE CONVEYED TO THE ASSOCIATION IN COMPLIANCE WITH THE GATED COMMUNITY ORDINANCE AND THE REQUIREMENTS OF SECTION 28 OF THIS DECLARATION. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner granting access to their respective Lots.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Declarant, Phase II Landowner and their respective successors and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of

Declarant, Phase II Landowner and their respective employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 the terms and conditions of the Master Declaration, this Declaration and all other restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Declarant or Phase II Landowner shall have failed in any respect to meet their respective obligations under this Declaration or has failed to comply with any of Declarant's or Phase II Landowner's obligations under law, or the Common Areas conveyed herein are defective in any respect, the Association shall give written notice to Declarant and Phase II Landowner detailing the alleged failure or defect. Once the Association has given written notice to Declarant and Phase II Landowner pursuant to this Section, the Association shall be obligated to permit Declarant and Phase II Landowner and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant or Phase II Landowner to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant or Phase II Landowner to repair or address, in Declarant's or Phase II Landowner's sole option and expense, any aspect of the Common Areas deemed defective by Declarant or Phase II Landowner during their inspections of the Common Areas. Association acknowledges and agrees that Association's failure to give the notice and/or otherwise comply with the provisions of this Section will irretrievably damage Declarant and Phase II Landowner. Notwithstanding the foregoing, the rights and obligations of Declarant and Association with respect to the Gated Community Infrastructure shall be subject to Section 28 of this Declaration and the Gated Community Ordinance; and

9.4.2.6 a reservation of right in favor of Declarant and Phase II Landowner (so long as Declarant or Phase II Landowner owns any portion of RUBY LAKE) to require that Association re-convey all or a portion of the Common Areas by quitclaim deed in favor of Declarant or Phase II Landowner in the event that such property is required to be owned by Declarant or Phase II Landowner for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, Association shall be deemed to have granted to Declarant and Phase II Landowner an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.4.3 Conveyance of Recreational Tracts and Facilities. Notwithstanding anything in this Declaration to the contrary, Declarant shall convey the Recreational Tracts and the Recreational Facilities constructed thereon to the Association free and clear of all liens promptly after Declarant completes construction of the Recreational Facilities and obtains a certificate of occupancy for the Recreational Facilities on same.

In connection with Declarant's construction of the Recreational Facilities, Declarant shall obtain all necessary licenses, permits and approvals for the use and occupancy of the Recreational Facilities from the County and all other governmental authorities. Upon conveyance of the Recreational Tracts to the Association, the Association shall be responsible for the operation, maintenance, repair and replacement of the Recreational Tract and Recreational Facilities located on same as Common Areas and Common Area improvements pursuant to this Declaration.

9.5 Operation After Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, (a) the approval of a majority of the Board; and (b) the written consent of Declarant and Phase II Landowner, or (ii) from and after the Turnover, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces, including but not limited to private streets and roadways, parking areas, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for a periodic inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work and shall be an Operating Expense of the Association. Notwithstanding the foregoing, any portion of such paved surfaces and improvements which constitute Gated Community Infrastructure shall be inspected, maintained, repaired and/or resurfaced in accordance with the conditions and requirements of Section 28 of this Declaration and the Gated Community Ordinance.

9.7 Delegation. Once conveyed to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Declarant, its affiliates and/or subsidiaries shall have the right and option to manage Association at all times prior to Turnover. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage the Association prior to Turnover. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of the Common Areas subject to the Rules and Regulations applicable with respect to same. Prior to the Community Completion Date, Declarant, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant and Phase II Landowner. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Water Levels of Wet and Dry Retention Areas and Lakes. NEITHER THE DECLARANT, PHASE II LANDOWNER NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WET OR DRY RETENTION AREAS OR ANY LAKES WITHIN, ADJACENT TO OR AROUND RUBY LAKE; PROVIDED, FURTHER, NEITHER THE DECLARANT, PHASE II LANDOWNER NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, PHASE II LANDOWNER AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL SUCH WET OR DRY RETENTION AREAS AND LAKES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, PHASE II LANDOWNER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, PHASE II LANDOWNER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY WET OR DRY RETENTION AREAS OR LAKES WITHIN, ADJACENT TO OR AROUND RUBY LAKE.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner, for themselves, their Lessees and for the Immediate Family Members, guests and invitees of such Owner or their Lessees, accepts and assumes all risk and responsibility for noise, liability, injury, death or damage connected with use or occupancy of any portion of such Common Areas including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within RUBY LAKE; and (v) design of any portion of RUBY LAKE. Each such person also expressly indemnifies and agrees to defend and hold harmless the Indemnified Parties from any and all losses, liabilities, costs, damages and expenses, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs before trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, all wet and dry retention areas, lakes or areas adjacent to any water body, do so at their own risk. Nothing herein shall be deemed to grant any such Owner, family member, guest, tenant or invitee any rights of access to or use of any such wet or dry retention area, lake or water body unless such right is expressly granted by this Declaration or the Association, and all such access and use shall be subject to the Rules and Regulations applicable with respect to same. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEARS AND FOXES. DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER OR LESSEES AND HIS OR HER IMMEDIATE FAMILY MEMBERS, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY. Notwithstanding the foregoing provisions of this Section 9.8.5, such acceptance and assumption of all risk and responsibility, together with the duty of each Owner, for themselves, their Lessees and for the Immediate Family Members, guests and invitees of such Owner or their Lessees to indemnify, defend and hold the Indemnified Parties harmless from any and all claims, suits, liabilities, losses, actions, causes of action, damages or expenses, whether direct or consequential, arising from or related to the person's use of the Common Areas shall be waived against the Declarant Indemnified Parties or the Association Indemnified Parties, as may be applicable, if it is determined by the final arbiter of any such claim, suit, liability, loss, action, cause of action, damage or expense that the cause thereof directly arises out of Declarant's or Association's, as applicable, failure to maintain or repair Gated Community Infrastructure in accordance with the requirements of the Gated Community Ordinance.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify, defend and hold harmless the Indemnified Parties against all actions, injury, claims, loss,

liability, damages, costs and expenses of any kind or nature whatsoever (“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 the Common Areas, including, without limitation, use of the Common Areas and wet and dry retention areas and lakes within and adjacent to RUBY LAKE by Owners and Lessees, and their Immediate Family Members, guests, invitees, or agents. Should any Owner bring suit against Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys’ fees and paraprofessional fees before trial, at trial and upon appeal. Notwithstanding the foregoing provisions of this Section 9.8.6, such duty of each Owner to indemnify, defend and hold the Indemnified Parties harmless against any or all Losses shall be waived against the Declarant Indemnified Parties or the Association Indemnified Parties, as may be applicable, if it is determined by the final arbiter of any claim, suit, liability, loss, action, cause of action, damage or expense arising out of such Loss or Losses that the cause thereof directly arises out of Declarant’s or Association’s, as applicable, failure to maintain or repair Gated Community Infrastructure in accordance with the requirements of the Gated Community Ordinance.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Declarant and Phase II Landowner Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant and Phase II Landowner or to any property owned by Declarant or Phase II Landowner, and shall not be applied in a manner which would adversely affect the interests of Declarant or Phase II Landowner. Without limiting the foregoing, Declarant, Phase II Landowner and their respective assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within RUBY LAKE, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of RUBY LAKE), general office and construction operations within RUBY LAKE; (iii) place, erect or construct portable, temporary or accessory buildings or structures within RUBY LAKE for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of RUBY LAKE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, or portions of RUBY LAKE, signs and other materials used in developing, constructing, selling or promoting the sale of any portion RUBY LAKE including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to RUBY LAKE by dredge or dragline, store fill within RUBY LAKE and

remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, RUBY LAKE and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant or Phase II Landowner, are necessary or convenient for the development and sale of any lands and improvements comprising RUBY LAKE.

9.10 Intentionally Deleted.

9.11 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Intentionally Deleted.

9.13 Driveway Replacement. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, then the Owner of such driveway shall be responsible to replace or repair the driveway at such Owner's expense, if such expenses are not paid for by the County. In the event an Owner does not comply with this Section 9.13, the Association may perform the necessary maintenance or replacement and charge the costs thereof to the non-complying Owner as an Individual Assessment. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 9.13, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal. Each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 9.13.

9.14 Association's and Owners' Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant Indemnified Parties from and against any and all claims, suits, liabilities, losses, actions, causes of action, damages or expenses arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, before trial and all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association. Notwithstanding the foregoing provisions of this Section 9.14, such duty of the Association and Owners to indemnify, defend and hold the Declarant Indemnified Parties, as applicable, harmless shall not apply if it is determined by the final arbiter of any such claim, suit, liability, loss, action, cause of action, damage or expense that the cause thereof directly arises out

of Declarant's or Association's, as applicable, failure to maintain or repair Gated Community Infrastructure in accordance with the requirements of the Gated Community Ordinance.

9.15 Site Plans and Plats. The Plat may identify some of the Common Areas within RUBY LAKE. The description of the Common Areas and any Recreational Facilities on the Plat is subject to change and the notes on the Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant, Phase II Landowner and Owners with respect to the Common Areas and any Recreational Facilities.

9.16 Recreational Facilities.

9.16.1 General Restrictions. Each Owner, Lessee, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

9.16.1.1 Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians for such minors are responsible for the actions and safety of such minors and any damages caused by such minors. Parents and legal guardians are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The Association may adopt reasonable rules and regulations from time to time governing minors' use of the Recreational Facilities, including without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities. Children under the age of twelve (12) shall be accompanied by an adult at all times during which such minor child is using the community pool, and children under the age of sixteen (16) shall be accompanied by an adult at all times during which such minor child is using the fitness center, meeting room, tennis court or Pier. No children wearing diapers shall be permitted in the community pool.

9.16.1.2 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety, welfare and actions of such Owner, his or her Lessees, Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any such parties to damage the Recreational Facilities or interfere with the rights of other Owners and other parties permitted to use such Recreational Facilities hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including without limitation, purses, backpacks, wallets, phones, portable electronic devices, books, clothing, sports equipment or other items left in the pool and clubhouse area or elsewhere in the Recreational Facilities.

9.16.1.3 Activities. Any Owner, Lessee Immediate Family Member, guest, invitee or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member, invitee or guest. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the Association, which consent may be withheld for any reason.

9.16.1.4 Guests and Invitees. Guests and invitees must be accompanied by an Owner, Lessee or Immediate Family Member at all times when making use of the Recreational Facilities.

9.16.2 Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

9.16.3 Indemnification. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member, invitee and guest 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 use of the Recreational Facilities by Owners, Lessees, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association's insurance policies.

9.16.4 Attorney's Fees. Should any Owner, Lessee or Immediate Family Member, guest or invitee bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Lessee, and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.16.5 Basis For Suspension. The rights of an Owner, Lessee, Immediate Family Member, guest, invitee or other individual to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association:

9.16.5.1 such person is not an Owner or a Lessee or an Immediate Family Member or permitted guest of an Owner or Lessee;

9.16.5.2 the Owner, Lessee, Immediate Family Member, guest, invitee or other person for whom an Owner or Lessee is responsible violates one or more of the Association's Rules and Regulations;

9.16.5.3 an Owner, Lessee, Immediate Family Member and/or guest or invitee has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities, whether belonging to an Owner, third party or to the Association; or

9.16.5.4 an Owner fails to pay Assessments due.

9.16.6 Types of Suspension. The Association may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments due in connection with a leased Home. In addition, the Association may suspend the rights of a particular Owner or Lessee (and/or Immediate Family Member) or prohibit an Owner or Lessee (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities for failure to pay Assessments due may be imposed immediately without prior notice and without a hearing. Any suspension of an Owner's or Lessee's rights to use the Recreational Facilities for any other reason shall be imposed after fourteen (14) days' notice to such Owner or Lessee and an opportunity for a hearing before a committee of the Board which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, and such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee.

10. Maintenance by the Association. The following provisions shall relate to all Lots and Homes within RUBY LAKE.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon, including without limitation the Recreational Facilities and Pier Facilities.

10.2 Intentionally Deleted

10.3 Landscape Maintenance and Irrigation. Except as provided below, the Association shall be responsible for the maintenance of landscaped areas within all Lots, including without limitation, sod, irrigation, yards, grass, shrubs, trees, mulch, or any other landscaping. Landscaping and irrigation responsibilities for the Association with respect to Lots

shall include the following (together the “**Association Landscaping and Irrigation Responsibilities**”):

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 any sprinklers or other irrigation equipment separately installed by the Owner or occupant of any Lot;

10.3.2 maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Lots as part of the initial construction on the Lots (the “**Lot Landscaping**”), specifically excluding landscaping installed on any Lot by any Owner or Lessee or landscaping located on the Lot within any enclosed courtyard, patio, fenced or other area not readily accessible from outside the dwelling;

10.3.3 maintenance, repair and replacement of any fences erected along the Lot boundaries by Declarant as part of the original construction of Homes on the Lots or any replacement thereof (“**Boundary Fences**”);

10.3.4 at the Association’s option (but without any obligation to provide same) pressure cleaning of exterior walkways, driveway, front steps, roofs, Boundary Fences and the exterior walls of all dwellings and garages;

10.3.5 Notwithstanding the foregoing, maintenance and irrigation of any additional landscaping, including flowers, trees or shrubs, installed on any Lot by any Owner (including prior Owners) or Lessee after completion of initial construction on any Lot (the “**Owner Installed Landscaping**”), regardless of whether such Owner obtained ARC approval of same pursuant to Section 19 hereof, shall be the responsibility of the Owner and not the responsibility of the Association. The Association may, but shall not be obligated to, irrigate, fertilize, spray for insects, mulch, trim or prune Owner Installed Landscaping, with the additional cost of same to be an additional Individual Assessment against such Owner’s Lot. The Association may also elect to discontinue irrigation and maintenance of Owner Installed Landscaping at any time in its sole discretion. Any (i) Owner Installed Landscaping installed or maintained on any Lot and (ii) any Association irrigation or maintenance of any Owner Installed Landscaping on any Lot shall be at such Lot Owner’s sole expense and risk. The Association shall not be responsible for damage to, or obligated to replace any, Owner Installed Landscaping under any circumstances.

10.3.6 The operation and maintenance of the Lot Irrigation System shall be under the exclusive control of the Association and any landscaping or irrigation contractor retained by the Association. No Owner, Lessee, Immediate Family Member or other guest or invitee shall attempt to program, tamper with, alter or modify any Lot Irrigation System or the sprayfield or hours of operation of any Lot Irrigation System. If

any portion of an Owner's Lot Irrigation System is malfunctioning, such Owner or their Lessee shall promptly notify the Association with respect to same.

10.3.7 With the exception of additional costs, if any, for maintenance of Owner Installed Landscaping, the costs incurred by the Association in connection with completion of the Association Landscaping and Irrigation Responsibilities shall be an Individual Assessment against each Lot and shall be assessed uniformly against all similarly sized Lots. The Association shall charge different levels of Individual Assessments for Association Landscaping and Irrigation Responsibilities based upon the size of the Lots, but all Lots within the same size category will be assessed uniformly. Costs of irrigation and maintenance of Owner Installed Landscaping, if undertaken by the Association, will be an additional Individual Assessment against such Lot.

10.4 Roadways. All roadways within RUBY LAKE shall be private roadways and shall be maintained by the Association as an Operating Expense. THE ROADWAYS ADJACENT OR IN PROXIMITY TO RUBY LAKE ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION AND DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND MAINTENANCE OF SUCH ROADWAYS BY THE COUNTY.

10.5 Adjoining Areas. Except as otherwise provided herein, Association shall maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Common Areas; provided, that, such areas are readily accessible to the Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot. Further, the Association may undertake maintenance of the landscaped areas within and adjoining wet and dry retention areas that comprise the SWMS dedicated to the Association by Plat, including, without limitation irrigation, planting, maintaining and trimming trees, plants, shrubs and other landscaping, mowing, mulch, installation of benches, sidewalks and walkways, installation, operation and repair of fountains and aquatic maintenance. The Association's right to maintain any portion of the SWMS dedicated to the County by Plat, if any, shall be pursuant to a separate "Use Agreement" with the County. The cost of maintenance of any such areas shall be deemed part of the Operating Expenses.

10.6 Repair of Damage Caused by Owners. The expense of any maintenance, repair or construction of any portions of the Lot Irrigation System or Lot Landscaping or any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas or Lots through or under an Owner, including Lessees, Immediate Family Members, guests and invitees, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all Owner Installed Landscaping and structures placed within easements or Common Areas by such Owner or their Lessees without the prior written approval of the Association.

10.7 Right of Entry. Declarant, Phase II Landowner and the Association are granted a perpetual and irrevocable easement over, under and across all of RUBY LAKE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant and Phase II Landowner specifically reserve easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant or Phase II Landowner may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of RUBY LAKE if Declarant or Phase II Landowner is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.8 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation system, community identification/features and/or other improvements, areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of RUBY LAKE. Such areas may abut, or be proximate to, RUBY LAKE, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent there is any agreement between Declarant and Association for the maintenance of any lakes or ponds outside RUBY LAKE, the Association shall maintain the same and the costs thereof shall be paid by Owners as part of the Operating Expenses. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.9 Perimeter Walls and Fences. The Declarant may install perimeter walls or fences, including a retaining wall, within any fence or wall easement (the "**Perimeter Wall/Fence Easement**") within or adjacent to RUBY LAKE as set forth on the Plat or created by separate easement instrument (the "**Perimeter Walls/Fences**"). The Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within RUBY LAKE, including Perimeter Walls/Fences located on Lots; however, each Owner shall maintain the interior of any Perimeter Walls/Fences or portion thereof located on such Owner's Lot. Owners may install walls or fences on their Lot which abut perpendicularly against any Perimeter Walls/Fences, but no such wall or fence or any other improvements installed by any Owner may be affixed or attached to any Perimeter Walls/Fences or otherwise located within a Perimeter Wall Easement. In addition, no Owner may install or permit to grow any trees, shrubs or landscaping other than sod within any Perimeter Wall Easement or within five (5) feet of any Perimeter Walls/Fences. The Association may perform (and is hereby granted an easement of ingress and egress and temporary construction over all Lots as reasonably necessary to perform) any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's

discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

10.10 Right-of-Way. The Association may undertake responsibility for the maintenance of improvements located in the public right-of-way adjacent to any portion of RUBY LAKE, including, without limitation, any sidewalks, trees, landscaping, irrigation, hardscape, fountains, signage, entrance features, pavers, walls, lighting and electrical lines and systems. The Association's right to maintain such improvements shall be pursuant to a separate "Use Agreement" with the County. The cost associated with any such maintenance of improvements within the public right-of-way adjacent to RUBY LAKE shall be deemed part of the Operating Expenses.

10.11 Sidewalks, Driveways. The Association shall be responsible for the maintenance and repair of all sidewalks and driveways within RUBY LAKE located in the Common Areas and Lots; however, each Owner agrees to reimburse the Association for any expense incurred in repairing any damage to such sidewalk or driveways in the event that the negligent or willful acts of such Owner, their Lessees, Immediately Family Members, guests or invitees caused such damage to any sidewalk or driveway area. Failure of an Owner to reimburse the Association for any costs necessitated by such negligent or willful acts shall subject the Owner to an Individual Assessment for such costs.

10.12 Water Body Slopes. The rear yard of some Lots adjacent to wet detention/retention ponds or lakes may contain water body slopes. Such water body slopes will be regulated and maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes.

10.13 Lake Ruby Seawall. The Association shall be responsible for the maintenance, repair and replacement of the seawall around Lake Ruby, whether located in the Common Areas or on Lots (the "Lake Ruby Seawall"); however, each Owner agrees to reimburse the Association for any expense incurred in repairing any damage to the Lake Ruby Seawall in the event that the negligent or willful acts of such Owner, their Lessees, Immediately Family Members, guests or invitees caused such damage to the Lake Ruby Seawall. Failure of an Owner to reimburse the Association for any costs necessitated by such negligent or willful acts shall subject the Owner to an Individual Assessment for such costs. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to the Lake Ruby Seawall for the purpose of inspecting, maintaining, repairing and replacing the Lake Ruby Seawall.

11. Maintenance by Owners. Except for the Association Landscaping and Irrigation Responsibilities provided in Section 10.3 above and such other maintenance obligations and responsibilities of the Association expressly set forth in this Declaration, the record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of all other improvements within any portion of the Lot, including, without limitation, maintenance of the

elevation, grade and slope of the Lot, maintenance of the portion of the SWMS located on the Lot and repairing any damage to sidewalks, utilities of the SWMS resulting from any trees or landscaping on the Lot. Each Owner shall maintain his or her Lot and Home, including without limitation, all structural components, Owner Installed Landscaping, porches, patios, pavers, garage doors, and any other improvements comprising the Lot or Home in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of RUBY LAKE, except to the extent such maintenance responsibility is specifically the obligation of the Association pursuant to the terms of this Declaration, including, without limitation, (i) Environmental Swale Easements to be maintained by the Association pursuant to Section 15.10 below, (ii) any Owner Installed Landscaping installed upon any Lot by any Owner or Lessee after construction of initial improvements by Declarant and (iii) any portion of any Lot which is Conservation Easement Property, which shall be governed by Section 27 below. In the event Lots and Homes are not maintained by the Owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner and recover all costs and expenses incurred by the Association in connection with same as an Individual Assessment against such Owner's Lot pursuant to Section 17.2.6 below.

11.1 Right of Association to Enforce. Declarant and Phase II Landowner hereby grant the Association an easement over each Lot for the purpose of insuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the noncomplying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, before trial, at trial and upon appeal.

11.2 Intentionally Deleted

11.3 Alteration of Drainage Flow. No sod, topsoil, tree or shrubbery shall be removed from RUBY LAKE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the Association, in its sole discretion, considers detrimental or potentially detrimental to person or property. Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and repairing the SWMS and shall be subject to an Individual Assessment for same.

11.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot.

11.5 Paved Surfaces. Each Owner shall be responsible to timely repair, maintain and/or replace and all paved surfaces comprising part of a Lot other than those to be maintained by the Association. In the event the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's driveway, sidewalk, walkway or other paved surface of a Lot for the installation, repair, replacement or maintenance of utilities, then the Owner of the applicable Lot will be responsible to replace or repair such paved surfaces at such Owner's expense. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved surfaces in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant and Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, FOR AND ON BEHALF OF THEMSELVES, THEIR LESSEES AND THE IMMEDIATE FAMILY MEMBERS OF THEMSELVES AND THEIR LESSEES, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT, PHASE II LANDOWNER AND THE INDEMNIFIED PARTIES FROM ANY AND LIABILITY RESULTING FROM SAME.

11.7 Private Streets. The Association shall maintain the private streets and sidewalks within RUBY LAKE pursuant to Section 28 hereof. No tree installed by the Declarant in a Common Area Roadway Tract shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing RUBY LAKE.

11.8 Party Walls. Each wall or fence, any part of which is placed on a dividing line between separate Lots shall constitute a "**Party Wall**." Each adjoining Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

11.8.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Party Wall facing his Lot. Except as provided in this Section 11.8, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.8.2 Damage by One Owner. If a Party Wall is damaged or destroyed by the act of one adjoining Owner, or his guests, tenants, licensees, agents or family members

(whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

11.8.2.1 No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Party Wall, excluding rainfall that falls directly on such area (i.e. an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Party Wall);

11.8.2.2 No Owner shall allow any tree to grow within six feet (6') of any Party Wall (with such distance measured from the above-ground part of the tree that is nearest to the Party Wall within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil);

11.8.2.3 No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any wall; and

11.8.2.4 No Owner shall allow water to be provided by sprinkler, hose, hand delivery or otherwise to any plant located within five feet (5') of any Party Wall; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Party Wall if the method of such delivery is either by drip line or by spray facing in a direction away from the Party Wall.

11.8.3 Other Damage or Ordinary Wear and Tear. If a Party Wall is damaged or destroyed by any cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family members (or must be maintained or replaced as a result of ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair, maintain or replace the Party Wall to its prior condition, equally sharing the expense; provided, however, that if a Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his agents, tenants, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

11.8.4 Association Right to Repair. In the event that the Owner or Owners responsible for rebuilding, repairing, maintaining or replacing a Party Wall as provided above fail to conduct such required work with respect to the Party Wall, the Association may, but shall not be obligated to, conduct any or all such rebuilding, repairing, maintenance or replacement with respect to such Party Wall and the Owner or Owners originally responsible for same shall reimburse the Association for all costs and expenses

incurred by the Association in connection with same, and shall be subject to an Individual Assessment against their Lot or Lots for all such costs and expenses.

11.8.5 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.8.6 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.8 shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.8.7 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Party Wall) the Party Wall, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within RUBY LAKE, except for any Lots owned by the Declarant. Each Owner, Lessee, Immediate Family Member and their guests and invitees must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within RUBY LAKE for commercial purposes. Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

12.4 Vehicles. Except as provided in the following sentence, the following restrictions shall apply to all vehicles utilized or parked in RUBY LAKE. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Phase II Landowner or their respective agents.

12.4.1 Parking. Owners', Lessees', Immediate Family Members' and guest's and invitee's vehicles shall be parked in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk. To the extent RUBY LAKE has any guest parking, Owners, Lessees and Immediate Family Members are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in RUBY LAKE except during the period of a delivery. No vehicles will be parked on or in the private streets or roadways located within any Common Area Roadway Tracts of RUBY LAKE at any time. Any vehicle parked within or blocking the sidewalks or parked within the streets or private roadways of RUBY LAKE shall be subject to towing without further notice other than such notice or notices, if any, required by law.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on RUBY LAKE for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within RUBY LAKE, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within RUBY LAKE except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within RUBY LAKE. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Additionally no ATV or mini

motorcycle may be parked or stored within RUBY LAKE, including any Lot, except in the garage of a Home.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle (i) without further notice with respect to any vehicle parked in or on the private streets or roadways located within any Common Area Roadway Tract within RUBY LAKE and (ii) with respect to any other violation of this Section 12, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or without prior notice if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this Section 12.4, "vehicle" shall also mean vehicles of all kinds and nature, including, without limitation, motorcycles, recreational vehicles, campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting. Notwithstanding the foregoing, each Owner, by accepting title to a Home, acknowledges that the Association and Declarant are not responsible for (and will not be responsible for) monitoring, enforcing or towing with respect to vehicles parked in or on the private streets or roadways located within any Common Area Roadway Tract or any public road right of way within, adjacent to or in proximity with RUBY LAKE.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted within RUBY LAKE, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides

otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within RUBY LAKE. No solicitors of a commercial nature shall be allowed within RUBY LAKE, without the prior written consent of the Association. No day care center or facility or school or educational center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within RUBY LAKE by Declarant. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN RUBY LAKE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout RUBY LAKE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of RUBY LAKE without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15 of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through RUBY LAKE). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ARC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of RUBY LAKE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas, located within Lots or part of the SWMS dedicated to the Association by Plat.

Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter shall be the responsibility of the Association; however, the Association shall not have any responsibility for landscape maintenance within any Lot and the Owner of any such Lot shall be required to maintain such Lot in accordance with the provisions of Section 11 of this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the record title owner of such Lot containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, the Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Expenses.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed by any Owner of a Lot without prior written consent of the ARC. No chain link or wooden fencing of any kind shall be allowed. All fences enclosing front, side or rear yards on Lots shall have at least two (2) access gates (single or double) that are unlocked and have an opening that is a minimum of five feet (5') wide to allow the Association access to perform Association Landscaping and Irrigation Responsibilities in such enclosed yards and to operate, maintain, repair and replace the Lot Irrigation System servicing same as necessary. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Architectural Guidelines. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a Drainage Easement or Environmental Swale Easement area is not expected to be approved by the ARC. However, in the event a fence is installed within a Drainage Easement or Environmental Swale Easement area, with prior written ARC approval, the Owner is solely responsible for fence repair or replacement if the Drainage Easement or Environmental Swale Easement area needs to be accessed for repairs. In addition to ARC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the ARC and shall be in compliance with the Architectural Guidelines. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ARC and all decks shall have the prior written approval of the ARC.

12.15 Fuel Storage. No fuel storage shall be permitted within RUBY LAKE, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar

devices and in compliance with the Rules and Regulations and with all applicable laws and codes. All outdoor fuel storage tanks shall be appropriately screened by fence, enclosure or landscaping so that the fuel storage tank cannot be viewed from outside the Lot in accordance with the applicable requirements of the Architectural Guidelines, if any, and subject to approval by the ARC pursuant to Section 19 below.

12.16 Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 General Use Restrictions. Each Home, the Common Areas and any portion of RUBY LAKE shall not be used in any manner contrary to the Governing Documents.

12.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant or the Association may utilize a computerized loop system to irrigate the Lots and Common Areas. Any such computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

12.21 Water Body Slopes. The rear yard of some Lots may border wet retention areas or lakes or water bodies forming part of the Common Areas or part of the SWMS. The Association will maintain portions of the Common Areas and SWMS contiguous to the rear Lot that which comprise part of the water body slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The record title owner of each Lot

bordering on the water body shall ensure that water body banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each record title owner of each Lot bordering on the water body, by the acceptance of a deed to their Lot, hereby grants Association an easement of ingress and egress across his or her Lot to all adjacent water body areas for the purpose of ensuring compliance with the requirements of this Section.

12.22 Laundry. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothes line shall be removed when it is not in use as a clothesline.

12.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of RUBY LAKE. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of RUBY LAKE shall be the same as the responsibility for maintenance and repair of the property concerned.

12.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.24. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee and all other occupants of their Home should the Lessee or occupants refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee or occupants and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees of the Lessee's Immediate Family Members, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.25 Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about RUBY LAKE. Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

The Board of Directors may adopt reasonable rules and regulations governing minors' use of the Recreational Facilities.

12.26 Nuisances. No noxious or offensive activity, nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of RUBY LAKE is permitted. No firearms shall be discharged within RUBY LAKE. Nothing shall be done or kept within the Common Areas, or any other portion of RUBY LAKE, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.28 Paint. The exterior of Homes shall be re-painted within forty-five (45) days of notice by the ARC to the Owner of applicable Lot.

12.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of RUBY LAKE, which is unsightly or which interferes with the comfort and convenience of others.

12.30 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of RUBY LAKE, change the elevation, level or slope of the land within RUBY LAKE, or plant landscaping which results in any permanent change in the flow and drainage of surface water within RUBY LAKE. Owners may place additional plants, shrubs, or trees within any portion of RUBY LAKE within their respective Lots with the prior written approval of the ARC.

12.31 Swimming Pools. No above-ground pools, hot tubs or spas shall be permitted on any Lot. All in-ground pools, hot tubs, spas and appurtenances installed on any Lot within RUBY LAKE shall require the prior written approval of the ARC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool, hot tub or spa constructed on any Lot shall have an elevation at the top of the pool, hot tub or spa of not over two feet (2') above the natural grade unless approved by the ARC; (iii) swimming pools, hot tubs and spas must include screen enclosures and such enclosures must be of a design, color and material approved by the ARC and shall be no higher than twelve feet (12') unless otherwise approved by the ARC; and (iv) pool, hot tub or spa enclosures shall in no event be higher than the roof line of the Home. Pool, hot tub and spa enclosures shall not extend beyond the sides of the Home without express approval by the ARC. All pools, hot tubs and spas shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ARC approval. Under no circumstances may chlorinated water be discharged onto other Owners'

lawns, the Common Areas, the community streets, or into any water bodies within RUBY LAKE or adjoining properties

12.32 Roofs, Driveways and Pressure Cleaning. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ARC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk. All roofs must be in compliance with the Architectural Guidelines.

12.33 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aeriels, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ARC in order to address the safety and welfare of the residents of RUBY LAKE. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.34 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of RUBY LAKE, including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration.

Declarant and Phase II Landowner are exempt from this Section; provided, further, the Declarant and Phase II Landowner specifically reserve the right, for themselves and their agents, employees, nominees and assigns, the right, privilege and easement to construct, place and maintain upon any property within the RUBY LAKE such signs as they deem appropriate in connection with the development, improvement, construction, marketing and sale of any of the

Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.35 Intentionally Deleted.

12.36 Sports Equipment. Except such as are installed by Declarant, no recreational, playground or sports equipment shall be installed or placed within or about any portion of RUBY LAKE without prior written consent of the ARC. Basketball hoops and backboards of all kinds are prohibited. No skateboard ramp or play structures will be permitted without the prior written approval by the ARC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing recreational playground or sports equipment or facilities may be adopted by the Association from time to time.

12.37 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained. Water softeners, trash containers, and other similar devices shall be properly screened from the street in a manner approved by the ARC.

12.38 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to RUBY LAKE, without the prior written approval of (a) Declarant prior to the Community Completion Date, which may be granted or denied in its sole discretion, and (b) the Association.

12.39 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of RUBY LAKE or within any Home or Lot, except those which are required for normal household use and used in compliance with all laws and codes. All propane tanks for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground.

12.40 Swimming, Fishing, Boating and Docks. Swimming, fishing and boating are prohibited within any of the water bodies within or adjacent to the boundaries of RUBY LAKE. Except for the Pier Facilities, if installed pursuant to Section 16, no dock, pier or structure of any kind extending into any water bodies within or adjacent to the boundaries of RUBY LAKE shall be installed.

12.41 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, tenants and invitees.

12.42 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such

visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.43 Wells and Septic Tanks. Neither potable water wells nor irrigation wells using groundwater or drawing water from any lakes, wet or dry retention areas or other water bodies will be allowed within RUBY LAKE. No individual septic tanks will be permitted on any Lots.

12.44 Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the Association in their natural state.

12.45 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

12.46 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance.

14.1 Association Insurance. Association shall maintain the following insurance coverage:

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30)

days' prior written notice to Declarant (until the Community Completion Date) and Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment.

14.1.5 Other Insurance. Such other insurance coverage as deemed appropriate from time to time by the Board of the Association in their sole discretion. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

14.1.6 Declarant. Prior to the Turnover Date, Declarant shall have the right, but not the obligation, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ARC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject

to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be prosecuted in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Architectural Guidelines and any other standards established by the Association with respect to any casualty that affects all or a portion of RUBY LAKE.

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to the Association in this Section.

14.3 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims with respect to same.

14.4 Casualty to Common Areas and Homes. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In such event, the Association shall have full discretion to redesign or relocate any Common Area improvements (including Recreational Facilities) or allocate any insurance proceeds to construction, maintenance repair or replacement of other Common Area improvements (including Recreational Facilities) or to other reserves or Operating Expenses provided that the Association shall reconstruct or repair any Common Area improvements necessary to continue to provide access, utilities and drainage to all Lots or Homes in RUBY LAKE. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty in accordance with Section 14.2 above.

14.5 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s) or with respect to Common Area improvements as provided in Section 14.4 above.

14.6 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, are Operating Expenses.

14.7 Declarant and Phase II Landowner Have No Liability. Notwithstanding anything to the contrary in this Section, Declarant, Phase II Landowner and their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.8 Additional Insured. Prior to Turnover, Declarant and Phase II Landowner shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

Notwithstanding the foregoing obligations or requirements to maintain insurance, nothing contained in this Section 14 shall be deemed to limit or otherwise alter the obligation or requirements of the Association to maintain insurance in accordance with Section 28 of this Declaration and the Gated Community Ordinance.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, Lessee, Immediate Family Member, guests and invitees, and every owner of an interest in RUBY LAKE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of the Master Declaration and this Declaration, as amended.

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.3 The right of the Association to suspend rights hereunder, including voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes.

15.1.4 The right of the Association to suspend use rights (except vehicular and pedestrian ingress and egress and necessary utilities) of all or a portion of the Common Areas for any period during which any Assessment remains unpaid.

15.1.5 The right of Declarant, Phase II Landowner and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant. Notwithstanding the foregoing, any such dedication or transfer of Gated Community Infrastructure shall be subject to the conditions of Section 28.20 hereof.

15.1.6 The right of Declarant, Phase II Landowner and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The perpetual right of Declarant and Phase II Landowner to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant and Phase II Landowner unfettered access, ingress and egress to the Common Areas so that Declarant, Phase II Landowner and/or their agents can perform all tests and inspections deemed necessary by Declarant and Phase II Landowner. Declarant and Phase II Landowner shall have the right to make all repairs and replacements deemed necessary by Declarant and Phase II Landowner. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant and Phase II Landowner relative to any portion of the Common Areas.

15.1.8 The rights of Declarant, Phase II Landowner and/or Association regarding RUBY LAKE as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant and Phase II Landowner reserve easements for themselves or their nominees over, upon, across, and under RUBY LAKE as may be required in connection with the development of RUBY LAKE, and other lands designated by Declarant or Phase II Landowner and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes or any portion of RUBY LAKE, and other lands designated by Declarant or Phase II Landowner. Without limiting the foregoing, Declarant and Phase II Landowner specifically reserve the right

to use all paved roads and rights of way within RUBY LAKE for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant and Phase II Landowner shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Expenses. Without limiting the foregoing, at no time shall Declarant or Phase II Landowner be obligated to pay any amount to the Association on account of Declarant's or Phase II Landowner's use of the Common Areas. Declarant may market other residences and commercial properties located outside of RUBY LAKE from Declarant's sales facilities located within RUBY LAKE. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of Declarant and Phase II Landowner, shall be construed as broadly as possible and supplement the rights of Declarant and Phase II Landowner set forth in Section 21 of this Declaration. At no time shall Declarant or Phase II Landowner incur any expense whatsoever in connection with their use and enjoyment of such rights and easements. Notwithstanding the foregoing provisions of this Section 15.3, nothing contained herein shall relieve the Declarant from (i) the responsibility to maintain and repair Gated Community Infrastructure until Turnover as provided in Section 28 below and (ii) the requirement to pay its share of the Mandatory Reserve Assessments levied against Declarant or the Lots owned by Declarant either before or after the Turnover Date.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within RUBY LAKE.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to Lessees or occupants of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through RUBY LAKE (including Lots, Parcels and/or Homes) for telecommunications systems, utilities, the SWMS, roads and other purposes

reasonably necessary or useful as it determines, in its sole discretion, provided that no such grant, modification, amendment or termination shall adversely affect the rights of Phase II Landowner without Phase II Landowners joinder in and consent to same. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across RUBY LAKE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Declarant, Association, SFWMD, the County and/or any federal agency having jurisdiction over RUBY LAKE over, across and upon RUBY LAKE, including all Drainage Easements, Environmental Swale Easements and all other areas containing the SWMS or drainage or stormwater management easements created on the Plat or by separate instrument for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the Surface Water Management System, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ARC. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, lakes, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of RUBY LAKE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through RUBY LAKE and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Environmental Swale Easements. Association is hereby granted an easement over and upon all Lakefront Lots containing easements dedicated to the Association on the plat or granted to the Association by any separately recorded instrument as an "Environmental Swale Easement" or designated for maintenance and preservation of drainage swales, slopes or areas contiguous to Conservation Easement Property ("**Environmental Swale Easements**"). No Owner shall alter the elevation, grade or slope of, or any swales within, any Environmental Swale Easement area or install any improvements within any Environmental Swale Easement area without the prior written approval of the ARC. The Association shall maintain all drainage swales and landscaping within all Environmental Swale Easements as an Operating Expense, provided, however, that the cost of any restoration or repair of any damage to or alteration of any Environmental Swale Easement area by any Owner, Lessee or any invitee of any Owner or Lessee shall be an Individual Assessment against such Lot.

15.11 Blanket Easement in favor of the Association. Association is hereby granted an easement over all of RUBY LAKE, including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration; (iii) taking such actions as the Association deems necessary or advisable in fulfilling its obligations and exercising its rights under this Declaration; and (iv) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Pier Facilities.

16.1 Pier Facilities. Improvements or facilities which may be constructed by Declarant within RUBY LAKE may include a pier structure located upon a Common Area tract and extending into Lake Ruby (the "Pier") together with a paved or gravel driveway and parking area (the "Pier Parking Area"). The Pier and Pier Parking Area, and their associated appurtenances shall be collectively referred to herein as the "Pier Facilities". The Pier Facilities, if constructed by Declarant, shall constitute Common Area improvements and Recreational Facilities to be owned, operated and maintained by the Association pursuant to this Declaration. The Declarant and Association, in their sole discretion may opt not to construct any or all of the Pier Facilities or to modify, alter, supplement or remove any or all of the Pier Facilities. The Pier Facilities shall be for temporary, daily recreational use by the Owners, Lessees, their Immediate Family Members, and their permitted guests or invitees as provided below, solely on a first-come, first-serve basis, with no overnight use permitted. There shall be no overnight parking of vehicles in the Pier Parking Area. No boats or watercraft of any kind or nature, shall be affixed to the Pier or discharged into Lake Ruby from the Pier Facilities. The use of the Pier Facilities shall comply with the Permit, Rules and Regulations promulgated by the Association, all as same may be amended from time to time.

16.2 Rules and Regulations for Use of the Pier Facilities. The Declarant or Association may (but shall not be obligated to) promulgate and from time to time modify Rules and Regulations regarding access to and use of the Pier Facilities. Such Rules and Regulations may include, but shall not be limited to the following:

16.2.1 Restrictions and limitations on the days and hours of access to and use of the Pier Facilities.

16.2.2 Restrictions and limitations on the permitted number of occupants and permitted activities with respect to the Pier Facilities.

16.2.3 Rules and Regulations to preserve the safety and security of the Pier Facilities, preserve the natural condition of Conservation Easement Property in proximity to the Pier Facilities and to preserve the residential character and use of RUBY LAKE.

16.2.4 Rules and Regulations to ensure that the Pier Facilities are reserved for exclusive use of Owners, Lessees and their permitted Immediate Family Members, guests and invitees.

16.3 Assumption of Risk by Activity Participants. Pursuant to Section 12.40 herein, it is acknowledged and declared that boating, fishing, wading and swimming are prohibited in all lakes, waterways or bodies of water within or adjacent to RUBY LAKE. Owners, for and on behalf of themselves and on behalf of their Lessees, the Immediate Family Members of Owners and their Lessees and all agents, guests and invitees of Owners and their Lessees utilizing the Pier Facilities or any lake or water body within or adjacent to RUBY LAKE (such Owners and all of the foregoing, together with any other party utilizing the Pier Facilities collectively, the “**Activity Participants**” and individually “**Activity Participant**”) acknowledge and agree that activities associated with the use of the Pier Facilities (“**Activity**”), are inherently dangerous and could result in serious bodily harm or death, even if appropriate precautions are taken. The Activity Participants who use the Pier Facilities hereby assume all risks associated with such Activities to be undertaken by the Activity Participants. The Activity Participants shall comply with all rules and regulations issued by applicable agencies, the Association and the Declarant, and with any Rules and Regulations, all as they pertain to the Pier Facilities and Lake Ruby, including the prohibition on boating, fishing, wading or swimming in Lake Ruby. Activity Participants shall use the Pier Facilities in a safe manner, which shall not endanger the safety of, nor be a nuisance to, other users of such Pier Facilities. Activity Participants shall use the Pier Facilities in a manner respectful of other users of the Pier Facilities and of owners of property which abuts or is in proximity to the Pier Facilities and such waterways or bodies of water.

16.4 Waiver and Release of Liability. The Activity Participants hereby release the Indemnified Parties from any and all losses, liabilities, demands, claims, actions, causes of action, damages and suits, including, without limitation, indirect, special, or consequential loss or damage, and including, without limitation, all costs, expenses and reasonable attorneys’ and paralegals’ fees in any mediation, arbitration, litigation, and bankruptcy proceedings, and appeals therefrom, based upon, due to, arising from, or otherwise related to the use by each and any of the Activity Participants of the Pier Facilities and the lakes, waterways or bodies of water within or adjacent to RUBY LAKE, whether permitted by this Declaration or otherwise, even if due to the negligence of any one or more of the Indemnified Parties.

16.5 Enforcement. The easement, maintenance and rights granted to the Declarant and Association in this Article shall be enforceable by the Declarant and Association in addition to any other parties who have standing to enforce these covenants, conditions, and restrictions under the terms of this Declaration.

16.5.1 The Declarant and the Association are authorized to proceed at law or at equity to enforce the provisions in this Article pertaining to the Pier Facilities to prevent the occurrence any of the prohibited activities set forth herein, and to require the restoration of any portion of the Pier Facilities that may be damaged by any activity inconsistent with this Article.

16.5.2 Neither the Owners nor any Activity Participant, nor any person or entity claiming by or through any Owner or Activity Participant, shall hold the Indemnified Parties liable for any damage or injury to person or personal property which may occur as a result of the Declarant or the Association’s activities which are authorized by this Article unless such damage or injury is caused directly by the willful misconduct of the Declarant or the Association or their respective agents or employees.

16.5.3 The Declarant, the Association, or their successors or assigns, may, but shall have no obligation to, take any reasonable action under emergency conditions to prevent, abate, or mitigate significant injury or damage.

17. Assessments.

17.1 General. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments"). As Vacant Lots (as defined herein) and Spec Lots (as defined herein) are not improved or may not receive certain services, Declarant, Phase II Landowner and any record title owner of a Vacant Lot or a Spec Lot shall not be assessed uniformly with Lots containing completed Homes which are not Spec Lots. Notwithstanding the foregoing provisions of this Section 17.1, nothing contained herein shall relieve the Declarant, Phase II Landowner or any other record title owner of a Vacant Lot or a Spec Lot from the requirement to pay its share of the Mandatory Reserve Assessments levied against such Lots either before or after the Turnover Date.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining RUBY LAKE, and in particular, without limitation, for the improvement and maintenance of the Common Areas. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation, but excluding assessments for Reserves ("Installment Assessments");

17.2.2 Any Master Association Assessments payable with respect to RUBY LAKE.

17.2.3 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses, including any special assessments or similar charges by the Master Association under the Master Declaration ("Special Assessments");

17.2.4 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees");

17.2.5 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board shall have the power to include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an

adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the “**Reserves**”). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; The Association shall have the duty to levy and collect Reserve assessments for (i) the purpose of maintenance and repair of Gated Community Infrastructure required by Section 28 hereof, which shall be assessed and collected as provided in said Section 28 (“**Mandatory Reserve Assessments**”), and (ii) the repair and replacement of other Common Areas, capital facilities and amenities of the Association (such as but not limited to the Recreational Facilities and Perimeter Walls/Fences) to the extent reasonably determined by the Board, which shall be assessed as determined in the reasonable discretion of the Board without a vote of the membership, and collected as provided in this Section 17 (“**Optional Reserve Assessments**”).

17.2.6 Any specific assessment for costs incurred by the Association which amounts are by their nature applicable only to one or more Lots, but less than all Lots (“**Individual Assessments**”). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. In addition, all costs and charges of the Association for Association Landscaping and Irrigation Responsibilities will be an Individual Assessment to each Lot due to the variation in Lot sizes and potential Association irrigation and maintenance of Owner Installed Landscaping. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment; and

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant and Phase II Landowner. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, in addition to Mandatory Reserve Assessments and until the adoption of the next annual budget, the Installment Assessments for Operating Expenses and Optional Reserve Assessments shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Optional Reserve Assessments based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in RUBY LAKE conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. 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. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Optional Reserve Assessments (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall Declarant pay Special Assessments. Notwithstanding the foregoing provisions of this Section 17.4.1, nothing contained herein shall relieve the Declarant, Phase II Landowner or any other record title owner of a Vacant Lot or a Spec Lot from the requirement to pay its share of the Mandatory Reserve Assessments levied against such Lots either before or after the Turnover Date.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover Date, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners or the Declarant of any sums due.

17.4.4 Mandatory Reserve Assessments shall be assessed uniformly on all Lots. Notwithstanding anything to the contrary in this Declaration, Declarant, Phase II Landowner and all Owners shall be required to pay Mandatory Reserve Assessments on all Lots owned by them.

17.5 General Assessments Allocation. Installment Assessments shall be uniform for all Lots improved with a Home, except as provided in this Declaration. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at ten percent (10%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners (but shall be assessed uniformly with Lots owned by Owners, Phase II Landowner and the Declarant for Mandatory Reserve Assessments). This lesser Installment Assessment amount

reflects that such Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant or Phase II Landowner to an Owner, then the Vacant Lot or Spec Lot, as applicable, shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Except as required by Section 28 of this Declaration as it relates to Mandatory Reserve Assessments, Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners on or prior to September 30th of the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, in lieu of payment of Installment Assessments on Homes or Lots owned by Declarant and Phase II Landowner at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A members, Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and other income of the Association (the "**Deficit**"), or (ii) pay Installment Assessments on Homes or Lots owned by Declarant and Phase II Landowner at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, owned by Class A members. Notwithstanding any other provision of this Declaration to the contrary, Declarant and Phase II Landowner shall never be required to (i) pay Installment Assessments if Declarant has elected to fund the Deficit instead of paying Installment Assessments on Homes or Lots owned by Declarant and Phase II Landowner, (ii) pay Special Assessments or Optional Reserve Assessments, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association (excluding Mandatory Reserve Assessments, which shall be governed by Section 28 below) may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation or funding of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficit, and waiving its and Phase II Landowner's rights to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant and Phase II Landowner shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes,

including Vacant Lots and Spec Lots, owned by Class A members. Declarant and Phase II Landowner shall not be responsible for any Optional Reserve Assessments or Special Assessments, even after the Turnover. Declarant and Phase II Landowner shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant or Phase II Landowner to an Owner, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant and Phase II Landowner, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association. Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments and Mandatory Reserve Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes. The Board may from time to time determine when the Installment Assessments and Mandatory Reserve Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected on a monthly basis.

17.10.2 Optional Reserve Assessments, Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

17.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.10.4 Mandatory Reserve Assessments for maintenance, repair and replacement for Gated Community Infrastructure shall be established and assessed as provided in Section 28 of this Declaration.

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. 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.

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**"). 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.

17.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association or the Manager (as defined below) engaged by the Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the

amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. Failure by a Lender to furnish a notice of default to the Association shall not result in liability of the Lender because such notice is given as a courtesy to the Association and the furnishing of such notice is not an obligation of any Lender to the Association. Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender with respect to such payment. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars (\$25.00) per month or five percent of the delinquent installments whichever is greater (or such greater amount established by the Board and permitted by applicable law), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. Subject to providing any prior notice as may be required by law, if any, the Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the

Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use, the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, shall either (i) pay Assessments for Operating Expenses on Lots and Homes owned by Declarant and Phase II Landowner, or (ii) fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of RUBY LAKE subject to this Declaration from the Assessments, provided that such part of RUBY LAKE exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

17.19.2 Any of RUBY LAKE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. Association, Declarant, Phase II Landowner and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. All such payments made by a Lessee to the Association shall be credited against rent and other sums due from such Lessee to such Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

19. Architectural Control.

19.1 Architectural Review Committee. The ARC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and

control functions relating to RUBY LAKE. The ARC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC. Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ARC.

19.2 Membership. There is no requirement that any member of the ARC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of RUBY LAKE. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and improvements within RUBY LAKE by Owners. The ARC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ARC. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING RUBY LAKE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW RUBY LAKE WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Architectural Guidelines. Each Owner and its contractors and employees shall observe, and comply with, the Architectural Guidelines which now or may hereafter be promulgated by the Declarant or the ARC. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve, adopt or amend the Architectural Guidelines in its sole discretion.

19.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

19.7 Power and Duties of the ARC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC.

19.8 Procedure. In order to obtain the approval of the ARC, each Owner shall observe the following:

19.8.1 Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ARC.

19.8.2 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ARC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

19.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ARC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

19.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Architectural Guidelines, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Guidelines on any other occasion.

19.11 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

19.12.1 Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner, as applicable. Each construction site in RUBY LAKE shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common

Areas, and other such areas in RUBY LAKE shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in RUBY LAKE and no construction materials shall be stored in RUBY LAKE, subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Architectural Guidelines. If an Owner (or any of its contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

19.12.2 There shall be provided to the ARC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. The ARC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

19.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Architectural Guidelines by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in RUBY LAKE.

19.12.4 The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within RUBY LAKE. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within RUBY LAKE and each Owner shall include the same therein.

19.13 Inspection. There is specifically reserved to the Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of RUBY LAKE at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Architectural Guidelines.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner, as applicable, shall, upon demand of the Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Architectural Guidelines, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate of Non-Compliance. In the event that any Owner fails to comply with the provisions contained herein, the Architectural Guidelines, or other rules and regulations promulgated by the ARC, the Association and/or ARC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the ARC, certifying that the Owner, as applicable, has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARC's rights set forth in this Section 19. The issuance of a Certificate of Compliance by the ARC with respect to any improvements shall not be deemed a representation that such improvements comply with any or all applicable health, safety or building codes applicable to such improvements or representation regarding the structural integrity, workmanship, materials, design, systems, safety or any other aspect or matter with respect to such improvements.

19.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Architectural Guidelines, any improvements of any nature made or to be made by Declarant, including without limitation, improvements made or to be made to the Common Areas or any Lot, shall not be subject to the review of the ARC, the Association, or the provisions of this Declaration or the Architectural Guidelines.

19.19 Exculpation. Declarant, Phase II Landowner (if applicable), Association, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of

Declarant, Phase II Landowner (if applicable), Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the issuance of a Certificate of Non-Compliance or a Certificate of Compliance with respect to such Owner's Lot or any improvements constructed thereon. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Phase II Landowner (if applicable), Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Phase II Landowner (if applicable), Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ARC or their members, officers and directors. Declarant, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Enforcement.

20.1 Right to Cure. Should any Owner do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede Declarant, Phase II Landowner or Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to a Lot or Common Areas; or

20.1.5 Impede Declarant or Phase II Landowner from proceeding with or completing the development of RUBY LAKE, as the case may be;

Then Declarant, Phase II Landowner and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner, as applicable, as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner, as applicable, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief: and/or

20.2.2 Commence an action to recover damages: and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as applicable, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Phase II Landowner, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Architectural Guidelines, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Architectural Guidelines may be enforced by Declarant, Phase II Landowner and/or, where applicable, Owners, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Architectural Guidelines shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Architectural Guidelines. SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply

with any provision of this Declaration including, without limitation, those provisions benefiting SFWMD and the Rules and Regulations and Architectural Guidelines.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Compliance Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Compliance Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Compliance Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

20.6.3 The non-compliance shall be presented to the Compliance Committee acting as a tribunal, after which the Compliance Committee shall hear reasons why a fine or suspension should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Compliance Committee from time to time. A written decision of the Compliance Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Compliance Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Compliance Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars (\$100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Compliance Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors, including, without limitation, existing and future Operating Expenses, capital improvements, support costs and administrative costs. Any fine in excess of One Thousand Dollars (\$1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

20.6.5 Notwithstanding the foregoing, the Compliance Committee may not suspend the right of any Owner, Lessee, Immediate Family Member, guest or invitee to use those portions of the Common Areas used to provide access or utility services to any

Lot or Home or impose a suspension which impairs the right of any Owner, Lessee or Immediate Family Member to have vehicular and pedestrian ingress to and egress from their Lot or Home, including, but not limited to, the right to park vehicles as permitted in this Declaration.

21. Additional Rights of Declarant and Phase II Landowner.

21.1 Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of RUBY LAKE and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of RUBY LAKE. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of RUBY LAKE, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of RUBY LAKE will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Architectural Guidelines, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of RUBY LAKE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within RUBY LAKE and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market RUBY LAKE in advertisements and other media by making reference to RUBY LAKE, including, but not limited to, pictures or drawings of RUBY LAKE, Common Areas, Parcels and Homes constructed in RUBY LAKE. All logos, trademarks, and designs used in connection with RUBY LAKE are the property of Declarant, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant outside of RUBY LAKE.

21.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. The Association may contract with a third party ("Manager") for management of the Association and the Common Areas.

21.7 Easements. Until the Community Completion Date, Declarant and Phase II Landowner reserve the exclusive right to grant, in their sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes 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. By way of example, and not of limitation, Declarant or Phase II Landowner may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant and Phase II Landowner, in perpetuity, for such purposes. Without limiting the foregoing, Declarant or Phase II Landowner may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, as applicable, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot. As an illustration, Declarant or Phase II Landowner may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant and Phase II Landowner shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant or Phase II Landowner: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant or Phase II Landowner, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant and Phase II Landowner which may be granted or denied in their sole discretion.

21.8 Right to Enforce. Declarant and Phase II Landowner have the right, but not the obligation, to enforce the provisions of this Declaration and the Architectural Guidelines and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees and cost at all levels of proceeding, including before trial, in mediation, arbitration and other alternative dispute, resolution proceedings, at all trial levels and appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 Additional Development. If Declarant or Phase II Landowner withdraws portions of RUBY LAKE from the operation of this Declaration, Declarant or Phase II Landowner may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant and Phase II Landowner shall not be liable or responsible to any person or entity on account of its decision to do so or to provide,

or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant or Phase II Landowner, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

21.10 Representations. Declarant and Phase II Landowner make no representations concerning development both within and outside the boundaries of RUBY LAKE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on RUBY LAKE or adjacent to or near RUBY LAKE, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered regarding the Common Areas and Recreational Facilities.

21.11 Access/Entrance/Exit Gates Open During Daytime Hours. Until the Community Completion Date, Declarant and Phase II Landowner reserve a right and easement for access over and through the streets, private roadways, and sidewalks of RUBY LAKE for ingress and egress for Declarant's and Phase II Landowner's employees, agents, contractors, subcontractors, deliverymen, vendors, customers and invitees. At Declarant's or Phase II Landowner's sole option, until the Community Completion Date, all entrance or exit gates limiting access to RUBY LAKE shall be open every day, including weekends and holidays, between the hours of 7:00 a.m. and 7:00 p.m. (the "**Declarant Operating Hours**").

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, THE DECLARANT, PHASE II LANDOWNER, THE ASSOCIATION AND THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF RUBY LAKE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF RUBY LAKE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF RUBY LAKE AND THE VALUE THEREOF:

21.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ORANGE COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

21.12.3 THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

21.12.4 EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF RUBY LAKE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION, DECLARANT, PHASE II LANDOWNER AND INDEMNIFIED PARTIES ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION, DECLARANT, PHASE II LANDOWNER AND INDEMNIFIED PARTIES HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE.

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY RELATED TO GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT AND PHASE II LANDOWNER HEREBY SUGGEST THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN ORANGE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ORANGE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ORANGE COUNTY, FLORIDA.

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OPPORTUNITY TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN

OPINION. DECLARANT AND PHASE II LANDOWNER ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE, SUCH RELIANCE IS DETRIMENTAL TO DECLARANT AND PHASE II LANDOWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT AND PHASE II LANDOWNER TO SUBJECT RUBY LAKE TO THIS DECLARATION AND/OR SELL A LOT OR HOME TO SUCH OWNER, EACH OWNER, BY ACCEPTANCE OF A DEED WITH RESPECT TO THEIR LOT OR HOME, SHALL BE DEEMED TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, PHASE II LANDOWNER AND THE DECLARANT INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, PHASE II LANDOWNER AND THE DECLARANT INDEMNIFIED PARTIES, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.16 Duration of Rights. The rights of Declarant and Phase II Landowner set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment by Declarant or Phase II Landowner in an amendment to the Declaration recorded in the Public Records; or (iii) recordation of the Phase II Landowner Rights Termination Notice with respect to Phase II Landowner's rights as provided in Section 29.4 hereinbelow.

21.17 Additional Covenants. The Declarant, with the joinder or Phase II Landowner may record additional covenants, conditions, restrictions, and easements applicable to portions of RUBY LAKE, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of RUBY LAKE without Declarant's and Phase II Landowner's prior review and prior written consent. Evidence of Declarant's and Phase II Landowner's prior written consent shall be obtained in the form of a joinder executed by the Declarant and Phase II Landowner. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and Phase II Landowner and recorded in the Public Records.

21.18 Right to Approve Sales Materials. Prior to the Community Completion Date, all sales, promotional, and advertising materials for any sale of property in RUBY LAKE may be subject to the prior written approval of Declarant. Declarant shall deliver notice of Declarant's

approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.19 Use Name of "RUBY LAKE". No person or entity shall use the name "RUBY LAKE", its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of RUBY LAKE name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name RUBY LAKE in printed or promotional matter where such term is used solely to specify that particular property is located within RUBY LAKE. Notwithstanding the foregoing, upon recordation of the Phase II Landowner's Successor Declarant Notice, Declarant shall be deemed to have assigned and transferred to Phase II Landowner and any successor Declarant designated by Phase II Landowner with respect to the Phase II Property, a non-exclusive right and license to use the name "RUBY LAKE," its logo and any derivative of such name or logo in printed and promotional materials in connection with the continued development and marketing of the Phase II Property.

21.20 Density Transfers. If any party shall develop any portion of RUBY LAKE so that the number of Lots contained in such portion of RUBY LAKE is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the such party (with respect to that Parcel) shall inure to the benefit of Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Declarant, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Declarant's option, recorded in the Public Records, provided, however, that any such assignment or transfer shall be subject and subordinate to the rights of Phase II Landowner to record the Phase II Landowner's Successor Declarant Notice effecting an assignment and transfer of all of Declarant's rights, powers, duties and obligations under this Declaration with respect to the Phase II Property to Phase II Landowner pursuant to Section 2 (Definition of Declarant) hereinabove, and, upon recordation of such Phase II Landowner's Successor Declarant Notice, any such rights, powers, duties and obligations previously assigned or transferred by Declarant to a party other than Phase II Landowner with respect to the Phase II Property shall be deemed assigned and transferred to Phase II Landowner. Notwithstanding the foregoing, Phase II Landowner, in its sole discretion, by instrument executed and recorded among the Public Records, may assign, waive, subordinate, modify or terminate its rights with respect to the recording and effect of the Phase II Landowner's Successor Declarant Notice arising under this Declaration.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. Declarant's plan of development for the Property may necessitate from time to time the execution of certain documents as required by the County or other governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by the County or any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of RUBY LAKE, to execute or otherwise join in any petition and/or other documents required in connection with a request for the County's creation of any special taxing district relating to RUBY LAKE or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect, together with a copy to Phase II Landowner. Association agrees that once Association has given written notice to Declarant and Phase II Landowner pursuant to this Section, Association shall be obligated to permit Declarant or Phase II Landowner and their respective agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant or Phase II Landowner to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant or Phase II Landowner to repair or address, in Declarant's or Phase II Landowner's sole option and expense, any aspect of the Common Areas deemed defective by Declarant or Phase II Landowner during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant and Phase II Landowner. Notwithstanding the foregoing provisions of this Section 24.4, the rights and obligations of Declarant, Phase II Landowner and Association with respect to the Gated Community Infrastructure shall be further subject to Section 28 of this Declaration and the Gated Community Ordinance.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF RUBY LAKE ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO RUBY LAKE, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF RUBY LAKE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO RUBY LAKE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF RUBY LAKE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records or issued by the County (collectively, the "Title Documents"). Declarant's plan of development for RUBY LAKE may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as

their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

24.9 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of RUBY LAKE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant and Phase II Landowner. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

25. Surface Water Management System.

25.1 Surface Water Management System. The Association shall be responsible for maintenance of SWMS, ditches, canals, lakes, and wet and dry retention/detention areas in RUBY LAKE. All SWMS within RUBY LAKE, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management.

25.1.1 No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within RUBY LAKE a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SFWMD in the Permit may be conducted without specific written approval from SFWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts, and no portion of any lake, pond or other water retention or drainage areas which is located on any Lot shall be filled. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, fishing, swimming, or wading in such areas allowed.

25.1.4 All SWMS and conservation areas, excluding those areas (if any) maintained by the County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SFWMD, the County, the Association and the Declarant.

25.1.6 SFWMD and the County have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SFWMD and the County.

25.1.8 No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat of RUBY LAKE, unless prior approval is received from the SFWMD and the County, as appropriate.

25.1.9 Each Owner within RUBY LAKE at the time of the construction of a building, residence, or structure shall comply with the construction plans for the SWMS approved and on file with SFWMD and the County as applicable.

25.1.10 Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds, lakes, Conservation Area Property within or abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions

regarding authorized activities within the wet detention ponds, lakes or Conservation Area Property to SFWMD and the County.

25.1.11 No Owner shall conduct any construction, clearing, grading or landscaping within any Drainage Easement or otherwise improve or alter the character of any Drainage Easement.

25.2 Proviso. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the Permit.

25.3 Provision for Budget Expense. In the event RUBY LAKE has on site wetland mitigation (as defined in the regulations) that requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SFWMD and the County determines that the area(s) is successful in accordance with the Permit.

26. Additional Disclosures and Restrictions.

26.1 Street Lighting Agreement. The Association may enter into an agreement to provide street lighting throughout RUBY LAKE with a utility provider or company on such terms as are acceptable to the Association in its sole discretion (the "**Street Lighting Agreement**"). The cost of providing street lighting to RUBY LAKE pursuant to the Street Lighting Agreement shall be an Operating Expense of the Association.

26.2 Association and Declarant Not Insurers of Safety or Security. The Association may, but shall not be obligated to, maintain or support various activities within RUBY LAKE which are intended to foster or promote safety or security. In no event shall the Association, the Declarant, Phase II Landowner or Indemnified Parties in any way be considered insurers or guarantors of safety or security within RUBY LAKE, nor shall any of them be held liable for any loss or damage by reason of the lack of adequate security or safety measures or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any entrance or exit gates, fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about RUBY LAKE cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that any entrance or exit gate(s) or systems or any person acting as a gate attendant shall provide security services or prevent unauthorized persons from entering upon RUBY LAKE. Each Owner therefore acknowledges, understands and agrees that the Declarant, Phase II Landowner, the Association, and the Indemnified Parties are not insurers or guarantors of safety or security within RUBY LAKE and that each person entering upon RUBY LAKE assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner specifically acknowledges, understands and agrees that entrance and exit gate(s) in RUBY LAKE are only provided as traffic control devices and are not provided as a measure of safety or security.

26.3 Municipal Services Benefit Unit for Ruby Lake Management and Maintenance. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation to form a Municipal Services Benefit Unit (“**MSBU**”) for the management and maintenance of Lake Ruby. If such MSBU has not been approved and established by the County, the Association shall be responsible for such functions. However, a MSBU may subsequently be created for such purposes, and in such event, the County shall be responsible for the management and maintenance of Lake Ruby pursuant to such MSBU. Each Owner, by acceptance of a deed with respect to such Owner’s Lot, consents to the formation and operation of such MSBU. Declarant may sign any petition, application or consent with respect to the formation of such MSBU as attorney-in-fact for each Owner. Each Owner’s obligation to pay assessments, fees or charges associated with such MSBU shall be in addition to such Owner’s obligation to pay Assessments. Any such MSBU shall be created pursuant to all applicable ordinances of the County and all other applicable governing entities having jurisdiction with respect to the same.

27. Conservation Easements.

27.1 Establishment of Conservation Easements. The provisions of Section 704.06, Florida Statutes establish the right of the SFWMD and/or the County (the “**Easement Grantee**”) to accept easements for the preservation of the natural habitat which shall be referred to herein as the “**Conservation Easements**”. At the time of recordation of this Declaration, the only Conservation Easements of record affecting RUBY LAKE are in favor of the SFWMD. The term Easement Grantee as used herein shall be deemed to refer only to the SFWMD unless and until the recordation or dedication of a Conservation Easement over a portion of RUBY LAKE in favor of the County. The easement areas for the Conservation Easements are set forth on the Plat. There are no other Conservation Easements established by this Declaration; however, Declarant reserves unto itself and to the Association the right to grant such easements over and upon portions of the Common Area or Lots unto the Easement Grantee pursuant to the provisions of Section 704.06, Florida Statutes. Any Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes, and the following provisions. For the purposes of this Declaration, any portion of the Common Area encumbered by a Conservation Easement shall be referred to as the “**Conservation Easement Property.**”

27.2 Purpose. The purpose of a Conservation Easement is to assure that the Conservation Easement Property will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Property that will impair or interfere with the environmental value of the Conservation Easement Property. It is the further purpose of the Conservation Easement to prevent the construction and operation of docks, piers, boardwalks, or other preemptive structures that would extend through the Conservation Easement Property onto adjacent sovereignty submerged lands except as approved pursuant to the Conservation Easements and Permit (or any modification thereto).

27.3 Prohibited Acts and Uses. Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easements and Permit is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

27.3.1 constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;

27.3.2 dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

27.3.3 removing or destroying trees, shrubs, or other vegetation;

27.3.4 excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

27.3.5 using the surface area of the Conservation Easement Property, except for purposes that permit the land or water area to remain predominantly in its natural condition;

27.3.6 activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

27.3.7 acts or uses detrimental to such retention of land or water areas;

27.3.8 acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

27.4 Reserved Rights. The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly prohibited herein and are not inconsistent with this Declaration, the Conservation Easements and Permit (or any modifications thereto), and the purposes of the Conservation Easements and Permit. Specifically, Declarant reserves unto itself, and its successors and assigns, the right to construct and maintain the Pier Facilities subject to compliance with the terms and conditions of the Conservation Easements, Permit and all other applicable governmental codes, rules, requirements and regulations and obtaining all required permits and approvals for same. Declarant, and its successors and assigns, shall avoid and minimize to the fullest extent practicable impacts to the Conservation Easement Property.

The reservation of such rights in this Declaration shall not constitute permit authorization for the construction, installation, placement, maintenance and/or repair of the Pier Facilities. This reservation does not release Declarant, and its successors and assigns from the duty of obtaining all necessary Orange County, SFWMD, State of Florida and/or federal permits and/or any sovereign land approvals for the construction, installation, placement, maintenance and/or repair of the Pier Facilities. This reservation does not convey to Declarant or create in Declarant or its successors and assigns any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by Declarant or its successors and assigns.

27.5 Public Access. No right or access by the general public to any portion of the RUBY LAKE is conveyed by any Conservation Easement.

27.6 Rights of Easement Grantee. To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, grant the following rights to the Easement Grantee and Declarant:

27.6.1 To enter upon the Conservation Easement Property at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in the Conservation Easement, and to enforce the rights therein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Property by the owner thereof at the time of such entry; and

27.6.2 To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth therein, and to require the restoration of such areas or features of the Conservation Easement Property that may be damaged by any activities or use that is inconsistent with the Conservation Easement.

27.7 Easement Grantee's Discretion. The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the Association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the Association, Declarant or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

27.8 Easement Grantee's Liability. The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

27.9 Riparian Rights. The Conservation Easement shall convey to Easement Grantee the grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Property except as necessary to construct, use, and maintain the structures and activities approved in the Permit (or any modification thereto) or any Management Plan approved by the SFWMD pursuant to the Permit (the "**Management Plan**"). The Owner of the affected Conservation Easement Property shall specifically reserve the right to conduct limited vegetation removal and clearing necessary for pier and other preemptive structures and activities described in the Permit (or any

modification thereto) or Management Plan. Such Owner shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Property. This reservation does not release the Grantor from the duty of obtaining any necessary SFWMD, federal, state or local government permit authorizations or state-owned lands approved for construction of the structures

27.10 Acts Beyond Declarant's and Phase II Landowner's Control. Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against Declarant, Phase II Landowner or the Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's, Phase II Landowner's or the Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant, Phase II Landowner or the Association under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

27.11 Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the Owners of any Lots encumbered by a Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Lots encumbered by a Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

27.12 Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

27.13 Restrictive Covenants Affecting Conservation Easements. No alteration of or encroachment into Conservation Easement Property shall occur unless approved by the Easement Grantee and all other appropriate state or federal agencies with jurisdiction over same. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement Property, nor shall any person, including, but not limited to any Owner, Declarant, Phase II Landowner and the Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within such easements without the prior written consent (as evidenced by any required permit or other official certification) of the Association, Declarant, Phase II Landowner, the Easement Grantee.

28. County Restrictions Pertaining To Gated Communities.

28.1 County Restrictions Pertaining to Gated Communities. RUBY LAKE has heretofore been approved by the County for the development of a gated community which is subject to the requirements of the Gated Community Ordinance. The additional covenants, restrictions and requirements set forth in this Section 28 shall apply to the Association, RUBY LAKE, each Lot or Parcel and Home thereon, Declarant, Phase II Landowner and all Owners thereof, pursuant to the requirements of said Gated Community Ordinance, it being declared that each of said covenants, restrictions and requirements shall remain in effect in accordance with

the terms of the Gated Community Ordinance notwithstanding any other provision of this Declaration to the contrary.

28.2 Establishment of Maintenance and Repair Accounts. In addition to all other Assessments as provided in this Declaration, the Association shall levy Mandatory Reserve Assessments in order to collect, in advance, sufficient funds to pay for the following maintenance and repairs, to wit:

28.2.1 Routine Infrastructure Maintenance. Annual routine maintenance and repair of the streets, sidewalks, and Surface Water Management System, including but not limited to stormwater detention/retention areas, if any, the funds for which shall be kept in a separate account (the “**Routine-Infrastructure-Maintenance Account**”), subject to the restrictions and requirements set forth herein;

28.2.2 Capital Repair/Streets. Major capital repair and replacement of all streets shown on recorded Plats of RUBY LAKE, the funds for which shall be kept in a separate account (the “**Capital-Repair/Streets Account**”), subject to the restrictions and requirements set forth herein;

28.2.3 Capital Repair/Drainage Ponds. Major capital repair and replacement of the stormwater retention/detention facilities comprising the Surface Water Management System, if any, the funds for which shall be kept in a separate account (the “**Capital-Repair/Drainage Pond Account**”), subject to the requirements and restrictions set forth herein;

28.2.4 Capital Repair/Other Infrastructure. Major capital repair and replacement of other subdivision infrastructure such as sidewalks, stormwater conveyance systems, curbing, bike paths, and other infrastructure improvements, the funds for which shall be kept in a separate account (the “**Capital-Repair/Other Infrastructure Account**”), subject to the requirements and restrictions set forth herein;

28.2.5 Storm Debris Removal. Storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from the subdivision’s streets, sidewalks and Surface Water Management System, the funds for which shall be kept in a separate account (the “**Storm Debris Removal Account**”), subject to the requirements and restrictions set forth herein.

The Association must create, deposit monies into, retain in perpetuity, and replenish from time to time the aforesaid accounts, which must be asset accounts kept separate and apart from all other funds and accounts of the Association, and for accounting purposes the Association may not commingle these accounts, either with each other or with other funds and accounts of the Association. However, notwithstanding the foregoing, the monies in such accounts may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for these monies separately and apart from all other Association monies and keep such monies earmarked for the purposes set forth

herein. All earnings from the investment of monies in the accounts which are required by this Section shall remain in their respective accounts and shall follow their respective principal.

28.3 Purposes of Maintenance and Repair Accounts. The accounts specified in Section 28.2 above may be used only for the following purposes, to wit:

28.3.1 Routine-Infrastructure-Maintenance Account. Monies on deposit in the Routine-Infrastructure-Maintenance Account, including any investment earnings, may be used by the Association, or by the Declarant with the written consent of the Board of the Association, only for scheduled maintenance and for unscheduled repair of the streets, Surface Water Management System, including the stormwater detention/retention areas, if any, sidewalks, curbing, bike paths, traffic-control signage and other Association infrastructure appurtenant to the private roads and Surface Water Management System. The monies on deposit in the account may also be used for scheduled maintenance and unscheduled maintenance and repair of the entrance and exit gates and their related facilities, but the streets and Surface Water Management System maintenance and repair shall take priority over the maintenance and repair of the gates and related facilities.

28.3.2 Capital-Repair/Streets Account. Monies on deposit in the Capital-Repair/Streets Account, including any investment earnings, may be used by the Association only for resurfacing and related reconstruction of the streets in the Property, generally every twelve (12) years after issuance by the County of the certificate of completion for the streets. The monies on deposit in the account may not be expended earlier than the twelfth (12th) anniversary of the issuance of the certificate of completion for the applicable street without the consent of no less than a simple majority of the Owners of Lots, which consent may consist of written consent and/or voting consent at a meeting called in accordance with the Bylaws of the Association, and such consents will be valid only if obtained after transfer of control of the subdivision infrastructure to the Association. Under no circumstances may the monies in the account be expended before the Declarant transfers control of the subdivision infrastructure to the Association.

28.3.3 Capital-Repair/Drainage Pond Account. Monies on deposit in the Capital-Repair/Drainage Pond Account, including any investment earnings, may be used by the Association only for major repair and reconstruction of the stormwater detention/retention areas of the Surface Water Management System, generally every ten (10) years after issuance by the County of the certificate of completion therefor. The reconstruction and repair of the detention/retention areas, will include, but not be limited to, dredging and sediment removal. The monies on deposit in the account may not be expended earlier than the tenth (10th) anniversary of the issuance of the certificate of completion of the applicable detention/retention area, without the written consent of no less than a simple majority of the Owners of platted Lots, which consent may consist of written consent and/or voting consent at a meeting called in accordance with the Bylaws of the Association, and the consents will be valid only if obtained after transfer of control of the subdivision infrastructure to the Association. Under no circumstances may monies in the account be expended before the Declarant turns over control of the subdivision infrastructure to the Association.

28.3.4 Capital-Repair/Other Infrastructure Account. Monies on deposit in the Capital-Repair/Other Infrastructure Account, including any investment earnings, may be used by the Association only for major repair, reconstruction, resurfacing, and replacement of the other parts of the infrastructure related to the private streets and drainage systems, such as the stormwater conveyance systems, sidewalks, curbing, and bike paths. The monies on deposit in the account may also be used for the major repair, reconstruction, and replacement of the entrance and exit gates and related facilities, but the repair, reconstruction, and replacement of the former items of infrastructure take priority over the repair, construction, and replacement of the entrance and exit gates and their related facilities.

28.3.5 Storm Debris Removal Account. Monies on deposit in the Storm Debris Removal Account, including any investment earnings, may be used by the Association only for the costs of storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from Association-owned streets, sidewalks, and drainage facilities (including stormwater detention/retention areas of the Surface Water Management System), and removing such debris to a landfill or other county-provided drop-off site.

28.4 Required Funding/Mandatory Reserve Assessments.

28.4.1 Routine-Infrastructure-Maintenance Account. The Association must deposit each year into the Routine-Infrastructure-Maintenance Account an amount of money sufficient to perform all scheduled maintenance and unscheduled repair of the streets, Surface Water Management System, and other infrastructure during the subsequent year. The amount deposited, when added to investment earnings, must be no less than the amounts recommended by the Engineer's Report described in Section 28.8 below and subsequent reports as provided in Section 28.9 below. In the event monies on deposit in this account are used to perform maintenance and repair of the entrance and exit gates and their related facilities, in the discretion of the Board, then each year the Association must collect and deposit additional money in this account sufficient to cover those costs.

28.4.2 Capital-Repair/Streets Account. The Association must deposit each year into the Capital-Repair/Streets Account an amount sufficient for the streets to be resurfaced and, as related to the resurfacing, reconstructed no less frequently than every twelve (12) years, and the amount must be estimated by the Declarant and approved by the County prior to issuance of a certificate of completion for the streets. Deposits to the account must begin in the year in which the County issues its certificate of completion and must be completed no later than the year of the twelfth (12th) anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-twelfth (1/12) of the estimate approved by the County. However, after Turnover of the Association the schedule of deposits may be altered such that one (1) or more annual deposits is less than one-twelfth (1/12) of the estimate, but only if a simple majority or more of all Owners of Lots consent in writing and/or by voting at a meeting called in accordance with the Bylaws of the Association to approve the altered schedule. If the Owners consent in writing to a different schedule of deposits, the revised scheduled

must result in the aggregate amount of deposits during the twelve-year period being equal to or in excess of the estimate approved by the County. At the end of each twelve-year period, the Association shall revise and update the estimated cost of resurfacing and, as related to the resurfacing, reconstructing the streets at the end of the next twelve-year period, taking into consideration actual costs incurred and expected increases in road construction costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the account prior to the end of the twelve-year period, the amount of deposits to the account in the remaining years shall be adjusted so as to ensure that the account contains an amount sufficient at the end of the twelve-year period to pay the costs of all expected repair and/or reconstruction and resurfacing requirements.

28.4.3 Capital-Repair/Drainage Pond Account. The Association must deposit each year into the Capital-Repair/Drainage Pond Account an amount sufficient for the stormwater detention/retention areas in the Surface Water Management System, if any, to be restored and repaired no less frequently than once every ten (10) years, and the amount must be estimated by the Declarant and approved by the County prior to the issuance of a certificate of completion for the Surface Water Management System. Deposits to the account must begin in the year of which the County issues its certificate of completion for the Surface Water Management System and must be completed no later than the year of the tenth (10th) anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-tenth (1/10) of the estimate approved by the County. However, after Turnover of the Association, the schedule of deposits may be altered such that one (1) or more annual deposits is less than one-tenth (1/10) of the estimate, but only if a simple majority or more of all Owners of Lots consent in writing and/or by voting at a meeting called in accordance with the Bylaws of the Association to approve the altered schedule. If the Owners consent to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the ten-year period being equal to or in excess of the estimate approved by the County. At the end of each ten-year period, the Association shall revise and update the estimate of the cost of restoring and repairing the stormwater detention/retention areas, if any, at the end of the next ten-year period, taking into consideration actual costs incurred and expected increases in drainage-system construction costs and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the account prior to the end of the ten-year period, the amount of deposits to the account in the remaining years will be adjusted so as to ensure that the account contains an amount sufficient at the end of the ten-year period to pay the costs of all expected restoration and repair requirements.

28.4.4 Capital-Repair/Other Infrastructure Account. The Association must deposit each year into the Capital-Repair/Other Infrastructure Account an amount sufficient for other subdivision infrastructure related to the streets and Surface Water Management System, such as but not limited to stormwater conveyance systems, sidewalks, curbing and bike paths, to be reconstructed and/or repaired no less frequently than once every fifty (50) years, and the amount must be approved by the County prior to issuance of a certificate of completion for those improvements. Deposits to the account must begin in the year in which the County issues its certificate of completion for the

improvements and must be completed no later than the fiftieth (50th) anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-fiftieth (1/50) of the estimate approved by the County. However, after Turnover of the Association, the schedule of deposits may be altered such that one or more annual deposits is less than one-fiftieth (1/50) of the estimate, but only if a simple majority or more of all Owners of Lots consent in writing and/or by voting at a meeting called in accordance with the Bylaws of the Association to approve the altered schedule. If the Owners consent to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the fifty-year period being equal to or in excess of the estimate approved by the County. At the end of each fifty-year period, the Association shall revise and update the estimate of the cost of reconstructing and/or repairing the improvements, taking into consideration actual costs incurred and expected increases in reconstruction and repair costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the account prior to the end of the fifty-year period, the amount of deposits to the account in the remaining years will be adjusted in a manner to ensure that the account contains an amount sufficient at the end of the fifty-year period to pay the cost of all expected reconstruction and/or repair requirements.

28.4.5 Storm Debris Removal Account. The Declarant must deposit an initial amount into the Storm Debris Removal Account equal to two hundred fifty dollars (\$250.00) per acre of land in the Plat (excluding wetlands, conservation areas, and natural water bodies). The Association must deposit each year into the Storm Debris Removal Account, an amount equal to one-fifth (1/5) the initial amount, until the Storm Debris Removal Account is equal to double the initial amount plus the annual Engineering News Record construction cost index. Subsequently, the Association must make deposits at least annually into the Storm Debris Removal Account sufficient to maintain the balance at double the initial amount plus the annual Engineering News Record construction cost index. Any time the Association must expend funds in the storm debris removal account after a storm event, the Association shall replace such funds (by special assessment, if necessary) within three (3) years of such expenditure sufficient to bring/restore the balance of the Storm Debris Removal Account to the balance prior to the expenditures, plus the annual Engineering News Record construction cost index.

28.4.6 Creation and Funding of Accounts. To help ensure the financial ability of the Association to maintain the infrastructure after turnover of the infrastructure, the five (5) required accounts (i.e., the Routine-Infrastructure-Maintenance Account, the Capital-Repair/Streets Account, the Capital-Repair/Drainage Pond Account, the Capital-Repair/Other Infrastructure Account and the Storm Debris Removal Account) must be created and funded by the Declarant, in the initial amount required for the Storm Debris Removal Account as set forth in Section 28.4.5 hereof, and for the other four (4) required accounts, in an amount equal to one (1) year of assessments prior to Plat recording or issuance of certificate of completion for the streets, drainage, or other related improvements for the Property. Such initial assessments are in addition to any other assessments required to be paid by the Declarant under Section 28.4.7 hereof.

28.4.7 Commencement Date; Amounts. The obligation to collect and pay Mandatory Reserve Assessments for the purposes of this Section 28 shall commence as of the date on which the County issues its certificate of completion for the streets, Surface Water Management System and other related infrastructure improvements for the Property. However, if the Plat has not been recorded as of that date, the obligation to collect and pay assessments shall commence as of the date the Plat is recorded in the Public Records of Orange County, Florida. The Association shall impose and collect Mandatory Reserve Assessments for such purposes against each platted Lot in the Property, including Lots owned or controlled by the Declarant, Phase II Landowner and by any builder, without exception. The Mandatory Reserve Assessments must be uniform and equitable as to all Lots. Mandatory Reserve Assessments must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to each of the accounts required by this Section 28. Notwithstanding the foregoing, if in the opinion of the County Engineer the subdivision infrastructure within any Plat of the Property has substantially deteriorated at the time a Plat is approved, the County may require an additional payment of assessments by the Declarant to address the loss of useful life of the deteriorated subdivision infrastructure.

28.4.8 Unallocated Surplus Account. The Association shall maintain on its books and balance sheet a separate account entitled "Unallocated Surplus Account," which shall be the repository account for any revenues of the Association generated from Annual Assessments and other income in any fiscal year which are in excess of the amount required during such fiscal year to fund the Operating Expenses of the Association or the reserve accounts which may be established by the Association from time to time, including but not limited to the mandatory reserve accounts described in Sections 28.4.1 through 28.4.5 above (the "Unallocated Surplus"). The Unallocated Surplus remaining at the end of each fiscal year shall be placed in the Unallocated Surplus Account at the end of such fiscal year, and shall be maintained for accounting purposes separate and apart from any and all operating accounts, reserve accounts and other accounts of the Association that may be authorized or required by this Declaration or applicable law. However, notwithstanding the foregoing, the monies in the Unallocated Surplus Account may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for these monies separately and apart from all other Association monies and keep such monies earmarked for the purposes set forth herein.

Prior to Turnover of control of the Association by the Declarant, the Unallocated Surplus on hand at the end of any fiscal year shall not be treated in any future fiscal year as income nor allocated to or utilized in any future fiscal year for the payment or funding of any Operating Expenses, reserves or other expense of the Association, without the prior written approval of the Declarant (which may be withheld in Declarant's sole and absolute discretion).

Until such time as Turnover of control of the Association occurs and all of the Declarant's obligations specified in Section 28.8.4 of this Declaration have been fulfilled, the funds accumulated in the Unallocated Surplus Account shall be reserved for the exclusive use by

the Declarant in funding any one or more of the following, in Declarant's sole and absolute discretion, to wit:

28.4.8.1 any expenditure for the acquisition, maintenance, repair, enhancement, replacement or expansion of any Common Areas or Common Area improvements of the Association,

28.4.8.2 any shortfall or insufficiency in any reserve account of the Association (including but not limited to the accounts specified in Sections 28.4.1 through 28.4.5 above),

28.4.8.3 any cost or expenses required to be paid by the Declarant or the Association pursuant to Sections 28.8 or 28.9 of this Declaration,

28.4.8.4 any Operating Expenses of the Association,

28.4.8.5 any past present or future operating deficit of the Association,

28.4.8.6 any past, present or future obligation of the Association (including but not limited to the allocation of any amounts in the then current fiscal year for use by the Association in a subsequent fiscal year), or

28.4.8.7 any other cost or expense which the Association is authorized to incur pursuant to the provisions of the Articles of Incorporation or Bylaws of the Association, this Declaration or applicable law.

At no time prior to the completion of (and the Association's written acknowledgment of completion of) the obligations of the Declarant pursuant to Section 28.8.4 of this Declaration shall the Unallocated Surplus be made available for any use which is not approved by the Declarant, in its sole and absolute discretion.

Following the Turnover of control of the Association by the Declarant, the completion of the Declarant's obligations under Section 28.8.4 of this Declaration and the written acknowledgment thereof by the Association, the Unallocated Surplus shall be available to the Association for use in accordance with the terms and provisions of the Articles of Incorporation and Bylaws of the Association, this Declaration and applicable law, without requiring the prior written approval of the Declarant.

Notwithstanding any other provisions of this Section 28.4.8, the creation of an Unallocated Surplus Account shall not relieve the Declarant or Phase II Landowner from the obligation to pay Mandatory Reserve Assessments for Lots owned by Declarant or Phase II Landowner, and the Declarant shall not use any portion of an Unallocated Surplus Account to pay Mandatory Reserve Assessments levied against it or the Lots it or Phase II Landowner owns.

28.5 Financial Reports; Other Requirements. Each year the Association shall cause a financial report of the Association accounts required by this Section 28 to be performed and prepared, and a copy of the report shall be submitted to each Owner within the time frame required under the "Financial Reporting" requirements of Chapter 720, Florida Statutes. At a

minimum, the report shall confirm the existence of each of the required Association accounts and report the amounts of deposits into and expenditures from the account during the period year, along with an itemization of the expenditures from the required Association accounts. Finally, the financial report shall disclose whether any of the required Association accounts have on deposit less than the amount required by this Section 28.

28.6 Turnover of Association Control; Subdivision Infrastructure.

28.6.1 Turnover by Declarant of control of the Association may occur no sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the Homes to be constructed in RUBY LAKE, and must occur no later than the point in time at which certificates of occupancy have been issued for ninety percent (90%) of such Homes.

28.6.2 The Declarant must turn over control of the subdivision infrastructure located within RUBY LAKE no sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the Homes to be constructed in RUBY LAKE, and must occur no later than the point in time at which certificates of occupancy have been issued for ninety percent (90%) of the Homes located therein.

28.7 Maintenance Pending Turnover.

28.7.1 Until Turnover of control of the Association and/or the transfer of control of the subdivision infrastructure, all maintenance and repair of streets, sidewalks and the Surface Water Management System, including stormwater detention/retention areas, if any, is the responsibility of the Declarant.

28.7.2 Prior to Turnover of control of the Association and/or the transfer of control of the subdivision infrastructure, the Declarant may expend monies in the Routine-Infrastructure-Maintenance Account for such maintenance and repair, but only with the written consent of the Board of the Association.

28.7.3 Insufficiency of monies in the Routine-Infrastructure-Maintenance Account shall not act to relieve the Declarant of any responsibility to maintain and repair the streets, sidewalks, and Surface Water Management System (including stormwater detention/retention areas) properly prior to Turnover of control of the Association and/or the transfer of control of the subdivision infrastructure.

28.8 Engineer's Report Prior to Turnover.

28.8.1 No earlier than 180 days before Turnover of control of the Association and/or the transfer of control of the subdivision infrastructure, the Association must retain the services of a Florida-registered engineer experienced in subdivision construction (other than the engineer of record for the Property as of the date of the County's approval of the subdivision infrastructure construction plans, and engineers who are principals of, employed by, or contractors of the same firm as the engineer of record) to inspect the streets, sidewalks and Surface Water Management System, including stormwater detention/retention areas, if any, in accordance with the existing approved plans and

prepare a report (the "Engineer's Report") recommending the amount of scheduled maintenance and unscheduled repair that likely will be needed each year for the streets, sidewalks and Surface Water Management System (including stormwater detention/retention areas, if any), in accordance with standards that may be established and revised from time to time by the County Engineer or his or her designee, which recommends the amounts of money that should be deposited each year in the Routine-Infrastructure-Maintenance Account, and determining what repairs, if any, are needed prior to Turnover of the Association. The Engineer's Report shall be signed and sealed by the engineer.

28.8.2 The Association shall pay the cost of this initial Engineer's Report, and the Association may pay such cost from the Routine-Infrastructure-Maintenance Account.

28.8.3 A copy of the initial Engineer's Report shall be provided to all Owners and to the County Engineer within fifteen (15) days after it is completed.

28.8.4 Any needed repairs or replacements identified by the Engineer's Report shall be completed by the Declarant, at the Declarant's sole expense, prior to either the Declarant's Turnover of the Association to the Owners or transfer of control of subdivision infrastructure to the Association, whichever occurs first.

28.8.5 If Turnover of the Association and/or transfer of control of subdivision infrastructure occurs and any of the foregoing requirements of this Section 28.8 have not been fulfilled, the rights of the Association, any of its Members, and any and all Owners to enforce these requirements against the Declarant shall survive the Turnover of the Association, with the prevailing party to be entitled to attorneys' fees and costs.

28.9 Inspections After Turnover. After Turnover of control of the Association, or transfer of control of the subdivision infrastructure, whichever occurs first:

28.9.1 The Association shall obtain an inspection of the streets, sidewalks and Surface Stormwater Management System, including stormwater detention/retention areas, by a Florida-registered engineer experienced in subdivision construction no less frequently than once every three (3) years after the initial Engineer's Report.

28.9.2 Using good engineering practice, and in accordance with standards that may be established and revised from time to time by the County Engineer or his or her designee, or in accordance with such other standards as may be adopted from time to time by the Association, or in accordance with such standards as the Association's engineer may determine to be appropriate, the inspection shall determine the level of maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next three (3) years in the Routine-Infrastructure-Maintenance Account to pay for such maintenance and repair, and any repairs then needed. The inspection shall be written in a report format.

28.9.3 A copy of each inspection report shall be provided to each Owner within fifteen (15) days of completion of the report.

28.9.4 Within 180 days of receipt of each tri-annual inspection report, the Association shall complete all remedial work identified and recommended by the engineer.

28.10 Mandatory Deliveries to Certain Purchasers. Each initial purchaser of a Lot or Parcel for the personal or family use of the purchaser shall receive at or prior to the time the sales contract is executed a copy of (i) this Declaration and any amendments hereto; (ii) the current budget for the Association; (iii) a schedule disclosing the then-existing amounts of the periodic assessments for each of the Association accounts required by this Section 28; and (iv) the most recent year-end financial statement for the Association, and if none are then existing, a good faith estimate of the Association operating budget, along with a form to be signed by such initial purchaser acknowledging receipt of a copy of the Declaration, budget, financial statement or good faith estimate, and the original of the form acknowledging receipt of a copy of the Declaration, budget, periodic assessment schedule and the financial statement or good faith estimate is to be attached to the sales contract as an exhibit or appendix.

At the time of sale of a Home to the initial purchaser, a schedule disclosing the then-existing amounts of the periodic assessments for the Association accounts required by Section 28.2 hereof shall be provided to such purchaser. Such schedule must also state that the periodic assessments for the Association accounts required by Section 28.2 hereof do not include assessments for either the routine maintenance of or the capital repair and replacement of Association facilities not related to subdivision infrastructure (such as common area landscaping, entrance and exit gates, walls, swimming pools, clubhouses, parks, other recreation areas, etc.).

28.11 Gated Community Cost Disclosure Statement. No contract for the sale and purchase of a Lot or Home shall be effective until a Gated Community Cost Disclosure Statement ("Disclosure Statement") in substantially the following form has been provided to and executed by such purchaser:

GATED COMMUNITY COST DISCLOSURE STATEMENT.

IF YOU ARE BUYING A LOT OR HOME IN A PRIVATE GATED COMMUNITY IN ORANGE COUNTY YOU SHOULD KNOW THESE BASIC FACTS:

(1) ORANGE COUNTY IS PROHIBITED FROM PAYING TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE AND MAY NOT BE PERMITTED TO REMOVE STORM DEBRIS IN THIS COMMUNITY BECAUSE THE ROADS, SIDEWALKS, AND DRAINAGE ARE PRIVATE PROPERTY AND THE GENERAL PUBLIC CANNOT ACCESS THE COMMUNITY.

(2) ALTHOUGH THE COST OF PROPERLY MAINTAINING AND REPAIRING ROADS, SIDEWALKS AND DRAINAGE SYSTEMS CAN BE VERY HIGH, ONLY THE OWNERS OF HOMES AND LOTS IN THIS COMMUNITY WILL SHARE THESE EXPENSES. TAX DOLLARS WILL NOT BE USED. THE MEMBERS MUST ALSO PAY FOR THE COST OF LIABILITY INSURANCE AND TRAFFIC ENFORCEMENT ON THE COMMUNITY'S ROADS.

(3) UNDER FLORIDA LAW, NO REDUCTION IN YOUR TAX BURDEN WILL RESULT FROM LIVING IN THIS COMMUNITY.

(4) MEMBERS OF THIS COMMUNITY, THROUGH THEIR MANDATORY HOMEOWNERS' ASSOCIATION, MUST SET ASIDE ADEQUATE RESERVES TO PAY FOR STORM DEBRIS REMOVAL IN THE EVENT OF TORNADO, HURRICANE, OR OTHER MAJOR STORM EVENT, TO PROPERLY MAINTAIN, REPAIR AND REPLACE THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM, AND MUST HAVE A PROFESSIONAL ENGINEER REGULARLY INSPECT THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM AND REPORT WHAT WORK IS NECESSARY TO MAINTAIN AND/OR REPAIR THEM. THE MANDATORY HOMEOWNERS' ASSOCIATION IS OBLIGATED TO DO THE NECESSARY WORK REPORTED AND THE MEMBERS OF THE HOMEOWNERS' ASSOCIATION PAY FOR THE WORK THROUGH THEIR ASSESSMENTS.

(5) THE EXTRA EXPENSES YOU INCUR TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE IN YOUR COMMUNITY ARE IN ADDITION TO OTHER EXPENSES CHARGED BY YOUR HOMEOWNERS' ASSOCIATION TO PAY FOR PRIVATE RECREATIONAL, SECURITY AND OTHER AMENITIES AND SERVICES THE COMMUNITY MAY OFFER, INCLUDING THE COMMUNITY'S GATES.

(6) AS WITH ANY ASSESSMENT, THE FAILURE OR INABILITY TO PAY MAY LEAD TO A LIEN BEING PLACED ON YOUR HOME. IF A LIEN IS PLACED AND FORECLOSED, YOU COULD LOSE YOUR HOME.

(7) THE HOMEOWNERS' ASSOCIATION IS ALSO REQUIRED TO MAINTAIN LIABILITY INSURANCE ADEQUATE TO PAY CLAIMS FOR INJURIES AND PROPERTY DAMAGE ARISING ON THE PRIVATE ROADWAY, SIDEWALKS, DRAINAGE PONDS, AND OTHER COMMON AREAS IN THE NEIGHBORHOOD.

(8) IF ORANGE COUNTY DETERMINES THAT THE COMMUNITY IS NOT MEETING ITS OBLIGATIONS, IT MAY REVOKE THE COMMUNITY'S PRIVILEGE TO CLOSE ITS GATES SO THAT THE ROADS IN THE COMMUNITY BECOME AVAILABLE FOR PUBLIC USE.

(9) IF THE COMMUNITY FAILS TO MAINTAIN ITS ROADS, SIDEWALKS AND DRAINAGE SYSTEM, THE COUNTY MAY REQUIRE THAT THE GATES BE REMOVED. IN THE EVENT THE GATES ARE REMOVED, AND THE HOMEOWNERS' ASSOCIATION DEDICATES THE ROADS AND OTHER INFRASTRUCTURE TO THE COUNTY, ALL COSTS AND EXPENSES WHICH ORANGE COUNTY INCURS FOR SUCH MAINTENANCE ARE RECOVERABLE FROM THE COMMUNITY. FUNDS WHICH HAVE BEEN SET ASIDE BY THE COMMUNITY MAY BECOME THE PROPERTY OF ORANGE COUNTY, AND THE ROADS IN YOUR COMMUNITY SHALL PERMANENTLY BECOME OPEN TO THE PUBLIC. ORANGE COUNTY WILL NOT MAINTAIN YOUR

RECREATIONAL, SECURITY AND OTHER AMENITIES UNDER ANY CIRCUMSTANCES.

(10) BEFORE YOU SIGN A CONTRACT BE SURE THAT YOU RECEIVE WRITTEN INFORMATION ABOUT THE COSTS OF LIVING IN THIS COMMUNITY.

I HAVE READ AND UNDERSTAND THE DISCLOSURES PROVIDED IN THIS DISCLOSURE STATEMENT PRIOR TO EXECUTION OF A CONTRACT TO PURCHASE ANY LOT IN RUBY LAKE SUBDIVISION.

The aforesaid Disclosure Statement shall be in conspicuous type and shall be contained in a single document which shall be provided to the purchaser separately from the contract for purchase and sale and the other documents required by Section 28.10 hereof. The disclosure type shall be conclusively deemed conspicuous if it is all uppercase letters and typed in at least 12 point typeface. In the case of sale and purchase of multiple Lots to a single purchaser, execution of a single Disclosure Statement is sufficient, provided that all Lots are listed on the disclosure statement either by legal description or by street address.

28.12 Indemnification Regarding Maintenance and Reconstruction. The Declarant (so long as Declarant retains control of the Board of the Association) and the Association hereby expressly hold the County and its officers and employees harmless from and indemnify the County and its officers and employees against any cost of maintenance, repair and reconstruction of, or tort liability or award of damages related to or arising in connection with, the streets, sidewalks, Surface Water Management System (including stormwater retention/detention areas), and/or any other subdivision infrastructure.

28.13 No Discounting of Taxes The Declarant and Association hereby notify all subsequent purchasers of any portion of the Property, including all Lots therein, that no Owner shall receive any discount in the payment of ad valorem real property taxes or any other taxes based upon the private ownership and maintenance of the streets, the Stormwater Management System and/or any other subdivision infrastructure improvements within the Property.

28.14 Defaults. Upon any default by the Association or the Declarant in any requirements of either this Section 28 or the requirements of the Code of Orange County pertaining to gated communities, the County, at its option and after due notice of its declaration of a default and a reasonable time to cure, may prohibit closure of the gates and, upon dedication or conveyance of the rights-of-way to the County, may assume responsibility for maintenance, using those Association monies on deposit for such purpose in the Routine-Infrastructure-Maintenance Account and the several Capital-Repair Accounts or, if no monies exist or if an insufficient amount exists, using such other revenues or financing methods as the County may elect, including (but not limited to) special assessments against the Lots, Parcels, and Tracts within RUBY LAKE.

28.15 Liability Insurance. The Association shall carry an insurance policy insuring itself from liability for damages related to or arising in connection with the streets, sidewalks, Surface Water Management System (including detention/retention areas) and other subdivision

infrastructure within RUBY LAKE. The minimum amount of insurance required shall be established by resolution of the Board of County Commissioners of Orange County, Florida.

28.16 Traffic Enforcement. Enforcement of traffic laws within RUBY LAKE, as requested by the Association, shall be by the sheriff and all costs of enforcement incurred by the sheriff shall be paid by the Association.

28.17 Dispute Resolution. In the event of a dispute between any Owner and the Declarant, or between the Association and the Declarant, with respect to the repair and maintenance of the streets, sidewalks and/or Surface Water Management System and/or funding for such maintenance and repair, such dispute shall be submitted to non-binding mediation prior to the institution of any litigation.

28.18 Enforcement.

28.18.1 The Association, Phase II Landowner, any Member of the Association, and any and all Owners shall have the right, jointly and severally, to enforce against the Declarant the requirements of the Orange County Code pertaining to gated communities, and the provisions of this Section 28 with the prevailing party being entitled to attorneys' fees and costs.

28.18.2 Any Member of the Association and any and all Owners shall have the right to enforce against the Association the requirements of the Orange County Code pertaining to gated communities, and the provisions of this Section 28 with the prevailing party being entitled to attorneys' fees and costs.

28.18.3 Venue for any enforcement action brought under this Section 28.18 shall be in the Ninth Judicial Circuit of Florida, in Orange County.

28.19 Annexation. If RUBY LAKE is annexed to a municipality, the rights and privileges inuring to Orange County, Florida under this Declaration shall be deemed assigned to the municipality and shall inure automatically to the benefit of such municipality.

28.20 Transfer of Infrastructure. Any transfer of subdivision infrastructure (including the property on which the subdivision infrastructure is located) to the County or other governmental entity is prohibited without the concurrence of the Owners of two-thirds (2/3) of the Lots.

29. Additional Phase II Property and Phase II Landowner Rights and Covenants. Declarant and Phase II Landowner do further acknowledge, agree upon and declare the following additional covenants, rights and provisions with respect to the Phase II Property and Phase II Landowner:

29.1 Development and Platting of Phase II Property. Phase II Landowner, or Declarant if Declarant acquires the Phase II Property from Phase II Landowner pursuant to the Declarant Purchase Option, shall have free right and authority to develop and plat or replat the Phase II Property into Lots in substantial in accordance with (i) the preliminary subdivision plan approved by the County for same, (ii) the requirements all applicable governmental authorities,

including the Gated Communities Ordinance and (iii) the Governing Documents. Any and all such Lots, Homes, Common Areas and Recreational Facilities developed, platted and constructed on the Phase II Property shall constitute Lots, Homes, Common Areas and Recreational Facilities under this Declaration.

29.2 Rights of Phase II Lot Owners. Owners of Lots and Homes in the Phase II Property shall automatically be Owners under this Declaration and members of the Association and shall be entitled to enjoy and exercise, subject to the terms of this Declaration, all rights and privileges as Owners and members on the same basis as Owner of Lots and Homes located in the Phase I Property. Without limiting the generality of the foregoing:

29.2.1 Owners of Phase II Property Lots and Homes and their Lessees, Immediate Family Member, guests and invitees shall have access to and rights to use and enjoy all Common Areas and Recreational Facilities on the same basis as Owners of Phase I Property Lots and Homes and their Lessees, Immediate Family Member, guests and invitees.

29.2.2 Owners of Phase II Property Lots and Homes shall be assessed and shall pay their pro rata share of Assessments on the same basis as Owners of Phase I Property Lots and Homes. There shall be no distinction in Assessments between Phase I Property Lots and Homes and Phase II Property Lots and Homes.

29.2.3 Owners of Phase II Property Lots and Homes shall have and be entitled to exercise all Class A member voting rights as set forth in Section 7.3.1.1 hereof on the same basis as Owners of Phase I Property Lots and Homes.

29.3 Assignment of Declarants Rights with respect to Phase II Property. In the event Declarant elects not to purchase the Phase II Property from Phase II Landowner pursuant to the Declarant Purchase Option, Declarant and Phase II Landowner shall execute and record in the Public Records a Partial Assignment of Declarant's Rights pursuant to which Declarant shall assign to Phase II Landowner, and Phase II Landowner shall accept and assume from Declarant all of Declarant's rights and obligations as Declarant under this Declaration with respect to the Phase II Property, or in the alternative, Phase II Landowner may execute and record the Phase II Landowner Successor Declarant Notice effecting such assignment and assumption as provided above. Notwithstanding any such assignment of Declarant rights, duties and obligations with respect to the Phase II Property to Phase II Landowner and acceptance of same by Phase II Landowner as provided above, Declarant and Phase II Landowner shall be jointly and severally responsible for complying with all requirements of the County under the Gated Community Ordinance and with respect to Gated Community Infrastructure for all of RUBY LAKE, including both the Phase I Property and Phase II Property, whether arising under this Declaration, the Gated Community Ordinance, the development conditions or approvals for RUBY LAKE or otherwise (together the "**County Gated Community Obligations**"). Notwithstanding any such joint and several responsibility to the County for County Gated Community Obligations for Declarant and Phase II Landowner as provided above, as between Declarant and Phase II Landowner, (i) Declarant shall be responsible for compliance with this Declaration and the County Gated Community Obligations with respect to the Phase I Property and all Common Areas and Gated Community Infrastructure located within the Phase I Property

(together the “**Phase I Gated Community Obligations**”) and (ii) Phase II Landowner shall be responsible for compliance with this Declaration and the County Gated Community Obligations with respect to the Phase II Property and all Common Areas and Gated Community Infrastructure located within the Phase II Property (together the “**Phase II Gated Community Obligations**”). Declarant and Phase II Landowner will each be responsible for funding all maintenance and repair accounts required to be maintained pursuant to Section 28.2 hereof and the Gated Community Ordinance for the Phase I Property (by Declarant) and Phase II Property (by Phase II Landowner) and will each be responsible for maintenance of subdivision infrastructure, including all Gated Community Infrastructure, in the Phase I Property (by Declarant) and Phase II Property (by Phase II Landowner), including all repairs required as a result of the Engineer’s Report obtained by the Association prior to the turnover pursuant to Section 28.8 hereof or any other repairs to the Common Areas or Gated Community Infrastructure required by the County in connection with or subsequent to Turnover, but shall remain jointly and severally responsible to the County for all such items for all of RUBY LAKE as part of the County Gated Community Obligations. In the event either Declarant or Phase II Landowner fail to perform any portion of the County Gated Community Obligations for which they are responsible as provided above (the “**Non-Performing Party**”), the other party (the “**Performing Party**”) shall have the right to enter upon RUBY LAKE, including the phase for which the Non-Performing Party is responsible (the “**Non-Performing Phase**”) and to take such action as is necessary to bring the Non-Performing Phase into compliance with all County Gated Community Obligations and shall have the right to recover all out of pocket costs and expenses incurred in bringing the Non-Performing Phase into compliance with all County Gated Community Obligations from the Non-Performing Party, together with interest thereon at the highest rate allowed at law from written demand for same until paid, together with all reasonable attorneys’ and paralegal fees and costs incurred in enforcing such obligation before trial, in mediation, arbitration or other alternative dispute resolution proceedings and at all trial and appellate levels and in bankruptcy proceedings.

29.4 Exercise of Declarant Purchase Option on Phase II Property, Termination of Phase II Landowner Rights. Upon Phase II Landowner’s conveyance of (i) all of the Phase II Property to Declarant pursuant to the Declarant Purchase Option, and (ii) all Common Areas, if any, located within the Phase II Property and owned by Phase II Landowner to the Association such that Phase II Landowner no longer owns any interest in any property subject to or contemplated to be subject to this Declaration, Phase II Landowner will record among the Public Records a notice terminating Phase II Landowner’s rights under this Declaration (the “**Phase II Landowner Rights Termination Notice**”). Upon recordation of the Phase II Landowner’s Rights Termination Notice, all rights, powers, duties and obligations of Phase II Landowner under this Declaration shall cease and terminate. In such event, Declarant will remain solely responsible to the County for performing all County Gated Community Obligations as described above and Phase II Landowner shall have no duty, liability or obligation with respect to same. Notwithstanding the foregoing, any and all waivers, releases, disclaimers, exemptions and indemnifications set forth herein for the benefit of Phase II Landowner shall continue in full force and effect notwithstanding recordation of the Phase II Landowner Rights Termination Notice.

30. Master Declaration and Master Association Matters. RUBY LAKE is part of the Master Declaration Property and is subject to the Master Declaration and the jurisdiction of the Master

Association. The rights and responsibilities of Declarant, the Phase II Landowner, the Association and the Owners under and with respect to the Master Declaration and Master Association are as follows:

30.1 Compliance with Master Declaration. The Master Declaration encumbers all of RUBY LAKE and is binding upon and enforceable against Declarant, Phase II Landowner, the Association and all Owners and all Lots and Common Areas of RUBY LAKE. Declarant, Phase II Landowner and the Association, by execution of this Declaration, and each Owner by accepting a deed with respect to their Lot, acknowledge and agree to be subject to the Master Declaration and the covenants, terms, conditions, restrictions and easements declared and set forth therein and to abide by, perform and comply with same. Such parties further acknowledge and agree that they are subject to enforcement of all covenants, terms, conditions, restrictions, and easements set forth in the Master Declaration by the Master Association, Master Declaration Developer or as otherwise provided in the Master Declaration, including, without limitation imposition and collection of Master Association Assessments as more particularly set forth in Section 30.4 hereinbelow.

30.2 Exclusive Common Area Designation. Some or all of the Common Areas within RUBY LAKE also constitute Master Association Common Areas which would normally be operated, maintained and replaced by the Master Association pursuant to the Master Declaration. Article I, Section 1(j) of the Master Declaration provides that certain portions of the Master Association Common Areas which are for the exclusive use and benefit of one or more, but less than all, Master Association Parcels or Master Association Owners, as designated in a written instrument by the Master Declaration Developer with the written consent of the Master Association Owner of the Master Association Parcel shall constitute "Exclusive Common Areas" under the Master Declaration. Upon such designation of such Exclusive Common Areas, all costs of maintenance, repair and replacement of the Exclusive Common Areas shall be borne by or assessed against the Master Association Owners of the Master Association Parcels benefitted by such Exclusive Common Areas. Declarant as Master Declaration Developer, and Declarant and Phase II Landowner as Master Association Owners, hereby designate and consent to the designation of all Common Areas within RUBY LAKE, including, without limitation all Gated Community Infrastructure, as Exclusive Common Areas under the Master Declaration to be maintained, repaired and replaced by the Association pursuant to this Declaration, with all costs and expenses of same to be an Operating Expense and subject to Assessments, including Mandatory Reserve Assessments and Optional Reserve Assessments as provided in Section 17 hereinbelow.

30.3 Delegation Surface Water Management System Maintenance Responsibilities from the Master Association to the Association. The Master Association is responsible for the maintenance of the Surface Water Management System for RUBY LAKE under Article IV, Section 7 of the Master Declaration. Article IV, Section 7 of the Master Declaration also provides that the Master Association may delegate any and all maintenance and repair responsibilities to a "Sub-Association" as defined in the Master Declaration. The Association constitutes a "Sub-Association" within the meaning of the Master Declaration and, by their joinders in this Declaration, Master Association hereby delegates to the Association, and the Association hereby accepts and assumes, all responsibilities for the operation, maintenance, repair and replacement of the Surface Water Management System for RUBY LAKE, including

the obligation to collect, and maintain the funds in Routine-Infrastructure-Maintenance Accounts, Capital-Repair/Drainage Pond Account and Capital-Repair/Other Infrastructure Account for same.

30.4 Master Association Assessments. As a Master Parcel under the Master Declaration, RUBY LAKE is subject to Master Association Assessments for the cost of maintenance of Master Association Common Areas and the cost of operation of the Master Association. Pursuant to Article IX, Section 3 of the Master Declaration, all Master Association Assessments levied under the Master Declaration against RUBY LAKE shall constitute an Operating Expense of the Association under this Declaration, shall be included in the annual budget of the Association and shall be allocated to all Owners as part of the Installment Assessments or Special Assessments (as applicable). The Master Association Assessments shall be levied under the Master Declaration as a single assessment payable with respect to and secured by a lien upon all of RUBY LAKE. Such Master Association Assessments will be billed to and paid by the Association on behalf of all Owners as a "Sub-Association" under the Master Declaration. In addition, each Owner by acceptance of a deed to their Lot, shall be deemed to have acknowledged, ratified and confirmed the obligation and lien for Master Association Assessments on RUBY LAKE and upon their Lot.

30.5 Master Association Voting Rights. Pursuant to Article IX, Section 5 of the Master Declaration, the Association shall constitute the "Class A Member" of the Master Association and shall exercise all voting rights on Master Association matters on behalf of RUBY LAKE and the Owners. The Board shall designate the voting representative who will exercise all voting rights on behalf of RUBY LAKE on Master Association matters pursuant to the Master Declaration and the Articles and Bylaws of the Master Association.

30.6 Delegation of Architectural Control Functions under Master Declaration to the Association. Paragraph 6 of the Third Amendment to the Master Declaration provides that the Master Declaration Developer, by instrument recorded among the Public Records, may delegate all architectural control and approval functions under the Master Declaration with respect to any portion of the "Residential Property" to be administered and enforced by the "Residential Declarant" and/or "Residential Association" under the governing "Residential Declaration", as all the foregoing terms are defined in the Master Declaration. RUBY LAKE constitutes a "Residential Property", this Declaration constitutes a "Residential Declaration", Declarant constitutes a "Residential Declarant" and the Association constitutes a "Residential Association" under the Master Declaration. Accordingly, Declarant, as Master Declaration Developer under the Master Declaration, hereby delegates all architectural control and approval functions, including all administration and enforcement functions, granted to the Master Declaration Developer and Master Association under the Master Declaration to Declarant and the Association with such architectural control and approval rights to be exercised, administered and enforced in accordance with Section 19 of this Declaration. Such rights shall include, but shall not be limited to, (i) all rights of architectural approval under the Master Declaration for any building, wall, fence or other structure and improvement or landscaping of any nature installed within RUBY LAKE, (ii) rights to appoint an Architectural Control Board and establish procedures for granting such architectural approvals, (iii) all rights to promulgate design guidelines and signage restrictions, applicable within RUBY LAKE under the Master Declaration and (iv) any and all enforcement rights and remedies under the Master Declaration regarding same. Without limiting

the generality of the foregoing, Declarant, in executing and recording this Declaration and pursuant to its rights as Master Declaration Developer under the Master Declaration, hereby delegates such architectural control rights to Declarant and the Association, to be exercised, administered and enforced in accordance with Article 19 of this Declaration and hereby further provides that any and all such architectural approvals granted by Declarant, the Association and any ARC pursuant to this Declaration, shall also be deemed approved and granted by Master Declaration Developer, the Master Association and ARC under and pursuant to the Master Declaration.

30.7 Enforcement Rights under Master Declaration. Paragraph 8 of the Third Amendment to the Master Declaration provides that the Master Declaration Developer, by written instrument recorded among the Public Records, may delegate some or all enforcement rights and responsibilities, including those rights of enforcement set forth in Article VIII of the Master Declaration, with respect to any Residential Parcel to the Residential Association administering such Residential Parcel pursuant to a Residential Declaration. Such Paragraph 8 also provides that the Master Declaration Developer may provide that all enforcement procedures and remedies set forth in the governing Residential Declaration shall control over conflicting provisions set forth in the Master Declaration. Declarant, as Master Declaration Developer under the Master Declaration, hereby, (i) delegates all enforcement rights and responsibilities under the Master Declaration with respect to RUBY LAKE to the Association and (ii) provides and declares that all enforcement procedures and remedies set forth in this Declaration shall control over any conflicting enforcement provisions in the Master Declaration. Without limiting the generality of the foregoing, as set forth in Paragraph 8 of the Third Amendment to the Master Declaration, all procedural requirements and limitations on fines set forth in this Declaration and Florida Statutes Section 780.305 shall control over and limit any and all remedies and fines which could be imposed on any portion of RUBY LAKE pursuant to the Master Declaration.

30.8 Master Declaration Developer Approval of Declaration. 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 Declaration, hereby provides and confirms Declarant's written consent and approval of same.

31. Additional Drainage Easements. RUBY LAKE is also subject to the following additional Drainage Easements:

31.1 Drainage Agreement recorded in Official Records Book 7714, Page 74 of the Public Records ("Drainage Easement No. 1"). The location of Drainage Easement No. 1 is set forth on the Plat. Drainage Easement No. 1 provides for installation, operation, repair and replacement of underground drainage facilities (the "Drainage Easement No. 1 Facilities") to convey stormwater outfall from property described on Exhibit "B" of Drainage Easement No. 1 (the "Drainage Easement No. 1 Benefitted Property") to Lake Ruby. The owner of the Drainage Easement No. 1 Property is required to (i) maintain, repair and replace the Drainage Easement No. 1 Facilities and (ii) relocate the Drainage Easement No. 1 Facilities upon notice of Declarant or the Association. Portions of the Drainage Easement No. 1 Facilities may be

incorporated into the Surface Water Management System for RUBY LAKE and may be maintained by the Association as an Operating Expense.

31.2 Stormwater Drainage Easement recorded in Official Records Book 8382, Page 3192 of the Public Records (“**Drainage Easement No. 2**”). The location of Drainage Easement No. 2 is set forth on the Plat. Drainage Easement No. 2 provides for installation, repair and replacement of underground drainage facilities to convey stormwater from property described on Exhibit “B” of Drainage Easement No. 2 (the “**Drainage Easement No. 2 Benefitted Property**”) to Lake Ruby (the “**Drainage Easement No. 2 Facilities**”). The Drainage Easement No. 2 Facilities may be relocated by Declarant or the Association and are to be maintained, repaired or replaced by the Master Association at the expense of the Drainage Easement No. 2 Benefitted Property or by the owner of the Drainage Easement No. 2 Benefitted Property. All or portions of the Drainage Easement No. 2 Facilities may be incorporated into the Surface Water Management System for RUBY LAKE and may be maintained by the Association as an Operating Expense.

31.3 Hilton Resorts Drainage Easements. Adjacent to the north of RUBY LAKE is a timeshare resort (the “**Hilton Resort Property**”) being developed by Hilton Resorts Corporation (“**Hilton**”).

31.3.1 RUBY LAKE is encumbered by the following drainage easements in favor of the Hilton Resort Property (all recorded in the Public Records):

31.3.1.1 Construction and Permanent Drainage Easement Agreement (Eastern) recorded March 2, 2006 in Official Record Book 8508, Page 800 (the “**Hilton Eastern Drainage Easement**”);

31.3.1.2 Perpetual Drainage Easement Agreement (Western) recorded March 2, 2006 in Official Record Book 8508, Page 822 (the “**Hilton Western Drainage Easement**”)

31.3.1.3 Temporary Master Outfall Drainage Easement Agreement recorded March 2, 2006 in Official Record Book 8508, Page 840 (the “**Hilton Outfall Drainage Easement**”) and, together with the Hilton Eastern Drainage Easement and Hilton Western Drainage Easement, the “**Hilton Drainage Easements**”);

31.3.1.4 Agreement Regarding Modification of Stormwater Drainage Easements recorded November 2, 2015 in Official Record Book 11006, Page 5895 (the “**Hilton Drainage Easements Modification**”) (providing for the relocation and modification of the Hilton Drainage Easements);

31.3.1.5 Assignment of Hilton Instruments recorded November 2, 2015 in Official Record Book 11006, Page 6030 (the “**Hilton Drainage Easements Assignment**”) assigning rights as “Grantor” under the Hilton Drainage Easements to Declarant and Phase II Landowner;

31.3.2 The locations of the Hilton Drainage Easements, as modified pursuant to the Hilton Drainage Easements Modification, are set forth on the Plat. Pursuant to the Hilton Drainage Easements Modification, responsibility for maintenance, repair and replacement of the drainage and stormwater management and conveyance facilities located within the Hilton Drainage Easements (together the “**Hilton Drainage Facilities**”) is as follows:

31.3.2.1 The Hilton Drainage Facilities located within the Hilton Eastern Drainage Easement and Hilton Western Drainage Easement are used jointly by the Hilton Property and RUBY LAKE, 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.

31.3.2.2 The Hilton Drainage Facilities located within the Hilton Outfall Drainage Easement benefit all of the Master Association Property and shall be maintained by the Master Association pursuant to the Master Declaration, provided, however, if the Master Association fails to maintain same, the Association shall maintain such Hilton Drainage Facilities within the Hilton Outfall Drainage Easement as an Operating Expense and may seek to recover the cost of same from the Master Association.

31.4 Drainage Easement to be created under Paragraph 5 of Perpetual Guest Access Roadway and Utility Easement Agreement recorded in Official Record Book 8508, Page 760 of the Public Records (the “**Hilton Access Roadway Agreement**”). The Hilton Access Roadway Agreement sets forth certain drainage easements (together the “**Hilton Access Roadway Drainage Easement**”) to be located in RUBY LAKE to store and convey stormwater outfall created by certain access road facilities to be constructed on the MF Parcel to provide vehicular access to the Hilton Resort Property. It is anticipated that the Hilton Access Roadway Drainage Easement will cover the same drainage easement area as the Hilton Eastern Drainage Easement described above. The facilities for the Hilton Access Roadway Drainage Easement will also accept stormwater outfall from RUBY LAKE, will be Common Area improvements, will be maintained, repaired and replaced by the Association as an Operating Expense and shall be subject to Mandatory Reserve Assessments as provided above. The right and obligation to grant or modify specific easements over any portion of RUBY LAKE for the Hilton Access Roadway Drainage Easement or to amend, modify or supplement the terms of the Hilton Access Roadway Agreement with respect to same is hereby reserved, granted and delegated to (i) Declarant with respect to the Phase I Property prior to Turnover, (ii) Phase II Landowner with respect to the Phase II Property until the first to occur of recordation of the Phase II Landowner Rights Termination Notice or Turnover, (iii) Declarant with respect to the Phase II Property from and after the recordation of the Phase II Landowner Rights Termination Notice until Turnover and (iv) the Association with respect to RUBY LAKE after Turnover. Additional terms applicable to the Hilton Access Roadway Drainage Easement are more particularly set forth in the Hilton Access Roadway Agreement, as same may be amended from time to time, and may be set forth in written instruments creating, granting and modifying such Hilton Access Roadway Drainage Easement, if any, as may be entered into by Declarant, Phase II Landowner or the Association, as

applicable, the MF Parcel Owner and the owner or authorized representative with respect to the Hilton Resorts Property and recorded in the Public Records.

32. Master Association Use Agreements. The Master Association, Original Declarant and the County entered into (and Declarant, Phase II Landowner Master Association and the County may enter into) the following Use Agreements with the County (together, the “County Use Agreements”):

32.1.1 Use Agreement recorded June 20, 2008 in Official Record Book 9715, Page 4732 of the Public Records;

32.1.2 Use Agreement recorded October 17, 2008 in Official Record Book 9775, Page 3516 of the Public Records;

32.1.3 Use Agreement recorded July 28, 2009 in Official Record Book 9909, Page 2701 of the Public Records; and

32.1.4 such additional Use Agreements as may hereinafter be entered into by Declarant, Phase II Landowner, Master Association and the County.

The County Use Agreements provide for the Master Association to obtain right-of-way utilization permits from the County to install and maintain certain improvements, including, without limitation, concrete pavers, landscape plantings, underground irrigation systems, sidewalks, lighting, signage, signage walls and monuments (together, the “ROW Improvements”) within County rights-of-way adjacent to or in the vicinity of the Master Association Property. The Master Association and the owners of the Master Association Property, which includes RUBY LAKE, are jointly and severally responsible for performing commitments and covenants concerning the ROW Improvements under the County Use Agreements, including the obligation to maintain the ROW Improvements, remove or relocate the ROW Improvements at the request of the County, maintain liability insurance for the benefit of the County and indemnify the County regarding claims, losses, damages and expenses arising or resulting from the performance of the operations of the “Owner” and the Master Association under the Use Agreements. It is anticipated that the Master Association shall be responsible for performing and discharging all such covenants and obligations under the Use Agreements. In the event the Master Association fails to so perform such covenants and obligations, Declarant or the Association, on behalf of the Owners in RUBY LAKE, may perform such covenants and obligations and recover the cost of same from the Owners as an Operating Expense, without prejudice to any rights of Declarant or the Association to recover all such costs and expenses from the Master Association or other Master Association Owners.

33. MF Parcel Issues. RUBY LAKE is also subject to the following easement agreements with respect to the MF Parcel:

33.1 MF Parcel Wall Easement. Pursuant to Paragraph 6(b) of the MF Parcel Declaration and that certain Declaration of Wall Tract Easement recorded November 2, 2015 in Official Record Book 11006, Page 6011 of the Public Records, (the “MF Parcel Wall Easement”), Declarant declared and granted a non-exclusive easement over a portion of the MF Parcel, which was then owned by Declarant and more particularly described in Paragraph 6(b) of

the MF Parcel Declaration and on Exhibit “C” of the MF Parcel Wall Easement (the “**MF Parcel Wall Easement Area**”) in favor of RUBY LAKE for the construction, maintenance, operation, repair and replacement of (i) a boundary wall along the common boundary of RUBY LAKE and the MF Parcel (the “**Common Boundary Wall**”), (ii) landscaping and irrigation required to be installed on both sides of the Common Boundary Wall by the County in connection with development of RUBY LAKE and the MF Parcel, (together the “**County Required Additional Common Boundary Wall Improvements**”), (iii) a boundary wall along the common boundary of the MF Parcel and Palm Parkway (the “**MF Parcel Boundary Wall**” and together with the Common Boundary Wall the “**Boundary Wall**”) and (iv) landscaping and irrigation required to be installed on both sides of the MF Parcel Boundary Wall by the County in connection with development of the MF Parcel (together the “**County Required Additional MF Parcel Boundary Wall Improvements**”). Declarant has installed or will install the Common Boundary Wall, County Required Additional Common Boundary Wall Improvements, MF Parcel Boundary Wall and County Required Additional MF Parcel Boundary Wall Improvements (together the “**Boundary Wall Improvements**”) within the MF Parcel Wall Easement Area.

The Boundary Wall Improvements shall be operated, maintained, repaired and replaced by the Association pursuant to the MF Parcel Declaration. Section 6(b)(i) of the MF Parcel Declaration provides that the owner of the MF Parcel shall reimburse the owner of RUBY LAKE for a pro rata share of the cost and expenses of maintenance of the Boundary Wall Improvements based on the proportion that the portion of the MF Parcel Boundary Wall bears to the entire length of the Boundary Wall located adjacent to the MF Parcel and RUBY LAKE. The MF Parcel Wall Easement also includes covenants regarding maintenance of liability insurance and indemnification on behalf of the owner of RUBY LAKE for the benefit of the owner of the MF Parcel and enforcement remedies, including lien rights for the owners of RUBY LAKE and the MF Parcel.

Paragraph 9 of the MF Parcel Wall Easement provides that the MF Parcel Wall Easement shall be released from and shall not encumber any platted lot within RUBY LAKE upon conveyance of same with a completed Home provided that RUBY LAKE is governed by one or more solvent and functional homeowners associations that have the financial ability to perform the obligations of the owner of RUBY LAKE under the MF Parcel Wall Easement and expressly assume such obligations. The Association is solvent, functional and has the financial ability to perform the obligations of the owner of RUBY LAKE under the MF Parcel Wall Easement and, by its joinder in the Declaration, hereby assumes and agrees to perform all such obligations. RUBY LAKE’s share of the cost of operation, maintenance, repair and replacement of the Boundary Wall Improvements, including any sums advanced for such costs to be reimbursed by the owner of the MF Parcel as provided above, shall be an Operating Expense. Accordingly, all Lots conveyed to Owners with completed Homes shall be deemed released from the lien, charge and encumbrance of the MF Parcel Wall Easement, but shall remain obligated to contribute to the cost of the Association’s performance thereunder as an Operating Expense through Assessments on such Lots.

Paragraph 2 of the MF Parcel Wall Easement also grants the Owner of RUBY LAKE the right to install additional landscaping and irrigation, utilities, signage, lighting and other features and improvements within the MF Parcel Wall Easement Area on the RUBY LAKE side of the Common Boundary Wall in addition to the County Required Additional Common Boundary

Wall Improvements in connection with the development, use and occupancy of RUBY LAKE (the “**Additional RUBY LAKE Boundary Wall Improvements**”). Pursuant to the MF Parcel Wall Easement, such Additional RUBY LAKE Boundary Wall Improvements shall be installed, maintained, repaired and replaced by the Association as an Operating Expense with no contribution from the Owner of the MF Parcel to the cost of same.

33.2 MF Parcel Shared Improvements Easement. Pursuant to Paragraph 6(c) of the MF Parcel Declaration, either the Owner of RUBY LAKE or the MF Parcel Owner (as defined in Section 33.4 below) may construct certain subdivision improvements (i.e., utility/drainage lines and facilities) that may be necessary for the development of the MF Parcel within RUBY LAKE (the “**Shared Improvements**”). Paragraph 6(e) of the MF Parcel Declaration requires the owner of RUBY LAKE to grant the MF Parcel Owner such easements as are reasonably required or necessary to construct, use or maintain (to the extent not maintained by such owner or the Association) such Shared Improvements located within RUBY LAKE for the purpose for which such Shared Improvements are intended consistent with the Preliminary Subdivision Plan/Development Plan for RUBY LAKE and applicable permits and approvals for the Shared Improvements (the “**Shared Facilities Easements**”) provided that in no event may any proposed Shared Facilities Easement materially or adversely interfere with the use and enjoyment of, or the aesthetics of, RUBY LAKE. Any Shared Facilities Easements must be granted by written instrument to be executed by the owner of RUBY LAKE and the MF Parcel Owner and recorded in the Public Records. The right and obligation to enter into any such Shared Facilities Easements with the MF Parcel Owner with respect to any portion of RUBY LAKE is hereby reserved, granted and delegated to (i) Declarant with respect to the Phase I Property prior to Turnover, (ii) Phase II Landowner with respect to the Phase II Property until the first to occur of recordation of the Phase II Landowner Rights Termination Notice or Turnover, (iii) Declarant with respect to the Phase II Property from and after the recordation of the Phase II Landowner Rights Termination Notice until Turnover and (iv) the Association with respect to RUBY LAKE after Turnover. Additional terms applicable to the Shared Facilities Easements are more particularly set forth in the MF Parcel Declaration and may be set forth in written instruments creating and granting such Shared Facilities Easements, if any, as may be entered into by Declarant, Phase II Landowner or the Association, as applicable, and the MF Parcel Owner and recorded in the Public Records.

33.3 Intentionally Deleted.

33.4 MF Parcel Owner Status. Pursuant to Paragraph 11 of the MF Parcel Declaration, by their acquisition of any portion of RUBY LAKE, including any Lot, each Owner shall be deemed to have acknowledged and agreed that the Owner of the MF Parcel (the “**MF Parcel Owner**”) (i) is not a co-venturer, partner, stockholder or affiliate of any kind of Declarant or the Phase II Landowner; and (ii) the MF Parcel Owner has made no warranty or representation with respect to the performance of Declarant or Phase II Landowner or their successors or assigns of their obligations to such Owner, whether pursuant to this Declaration, by contract or otherwise; and (iii) is not responsible for or a guarantor of the performance of any obligations of Declarant or Phase II Landowner to such Owner, whether pursuant to this Declaration, a purchase agreement or otherwise; and (iv) shall be deemed to have been released by such Owner from any and all such obligations.

34. Connector Road Agreement. RUBY LAKE and the MF Parcel are a portion of the properties that are subject to that certain Palm Parkway to Apopka-Vineland Connector Road Agreement entered into with the County recorded in Official Records Book 8387, Page 3416 of the Public Records (the "**Connector Road Agreement**"). The Connector Road Agreement provides for the "Property Owners" described therein to (i) contribute rights-of-way and easements, (ii) share in the costs of design, engineering, permitting, (iii) share in the cost of installation of landscaping, irrigation, street lights, reclaimed water lines, oversizing potable water lines, and installation of other utilities (together the "**Connector Road Construction Obligations**") in connection with the installation of a connector road running from Palm Parkway to Apopka-Vineland Road as more particularly described in the Connector Road Agreement (the "**Connector Road**"). It is not anticipated that any Connector Road right-of-way or easements will be required from RUBY LAKE. Paragraph 7(c) of the MF Parcel Declaration allocates financial obligations under the Connector Road Agreement between RUBY LAKE and the MF Parcel. Declarant shall be responsible for satisfying all Connector Road Construction Obligations allocable to RUBY LAKE under the Connector Road Agreement. Operational and maintenance costs and obligations under the Connector Road Agreement allocated to RUBY LAKE, including, without limitation, costs of maintenance of drainage easements and landscaping, irrigation and street lights within the Connector Road right-of-way, shall be paid, satisfied and performed by the Association as an Operating Expense.

[Signatures follow on next pages.]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this 18th day of April, 2016.

WITNESSES:

“DECLARANT”

PULTE HOME CORPORATION, a Michigan corporation

[Signature]
Print Name: Dave Hoffman
[Signature]
Print Name: Nancy Medina

By: [Signature]
Name: Clint Ball
Title: Vice President
Date: April 18, 2016

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 18 day of April, 2016, by Clint Ball, as Vice President of PULTE HOME CORPORATION, a Michigan corporation. He [is personally known to me] [has produced _____ as identification].

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Nancy Medina

My commission expires:



JOINDER OF JEN FLORIDA XXI, LLC


The undersigned, JEN FLORIDA XXI, LLC, a Florida limited liability company, being the owner in fee simple of the Phase II Property described on Exhibit 2 attached hereto, hereby joins in and consents to the foregoing COMMUNITY DECLARATION FOR RUBY LAKE and to the imposition of same on the Phase II Property owned by JEN FLORIDA XXI, LLC, a Florida limited liability company.

Signed, sealed and delivered
in the presence of the following witnesses:

JEN FLORIDA XXI, LLC, a Florida limited
liability company

By: Sun Terra Communities I, LLC, a Florida
limited liability company


Its: Non-Member Co-Manager



Print Name: R. D. D. Jerman

Roberta M Shearer

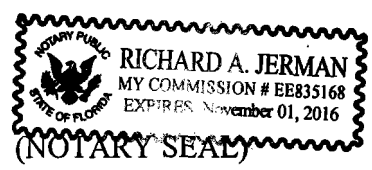
Print Name: Roberta M Shearer

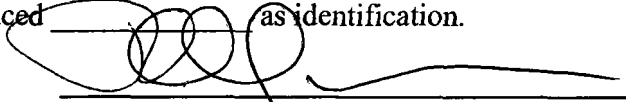
By: 

Name: Tom Krupnick
Title: Co-Managing Member

STATE OF FLORIDA,
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 15th day of April, 2016, by Tom Krupnick, as Co-Managing Member of Sun Terra Communities I, LLC, a Florida limited liability company as Non-Member Co-Manager of JEN FLORIDA XIX, LLC, a Florida limited liability company, on behalf of the companies. He [] She [] is personally known to me or [] has produced _____ as identification.





NOTARY SIGNATURE
Richard A. Jerman

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: EE 835168
My Commission Expires: 11/1/2016

JOINDER

RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this COMMUNITY DECLARATION FOR RUBY LAKE (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of April, 2016.

WITNESSES:

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

Denise Swift
Print Name: Denise Swift

By: *Carlos Gregory*
Name: Carlos Gregory
Title: President

Joshua Kalin
Print Name: Joshua Kalin

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 19 day of April, 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.

Denise Swift
NOTARY PUBLIC, State of Florida at Large

Print Name: _____

My commission expires: _____



JOINDER OF MORTGAGEE

The undersigned, AXIOM BANK, hereby consents to and subordinates to the foregoing COMMUNITY DECLARATION FOR RUBY LAKE and all of its covenants, conditions, easements, restrictions, terms and provisions, (i) the lien created by that certain MORTGAGE AND SECURITY AGREEMENT, recorded November 2, 2015 in Official Records Book 11006, Page 6090 of the Public Records of Orange County, Florida (the "Mortgage") and (ii) all other assignments, liens and security interests in favor of AXIOM BANK securing the Indebtedness as described in the Mortgage and encumbering any portion of RUBY LAKE.

Signed, sealed and delivered
in the presence of:

WITNESSES:

AXIOM BANK

Neelmattie Mohabeer

By: [Signature]

Print Name: Neelmattie Mohabeer

Name: Luis Garcia

[Signature]

Title: SVP

Print Name: Marina Kane

Address: 258 Southhall Lane, Suite 400
Maitland, FL 32751

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of April, 2015, by Luis Garcia, as SVP of AXIOM BANK, formerly known as URBAN TRUST BANK, on behalf of the bank.. He/She [] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Neelmattie Mohabeer
NOTARY SIGNATURE

PRINTED NOTARY NAME

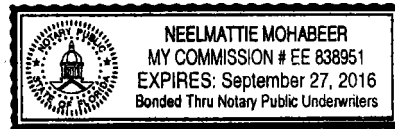


EXHIBIT 1**LEGAL DESCRIPTION OF PHASE I PROPERTY**

TRACT A AND PORTIONS OF TRACT B, LOT 1 AND LOT 2 OF RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE S89°50'01"E, A DISTANCE OF 323.09 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA TO THE POINT OF BEGINNING; THENCE NORTH 23°38'56" EAST, A DISTANCE OF 279.97 FEET; THENCE NORTH 19°19'01" EAST, A DISTANCE OF 1867.57 FEET, THENCE NORTH 13°32'13" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 76°27'47" WEST, A DISTANCE OF 32.71 FEET; THENCE NORTH 13°32'13" WEST, A DISTANCE OF 186.97 FEET; THENCE NORTH 08°11'37" EAST, A DISTANCE OF 102.93 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 813.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 56°22'06"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 491.91 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 33°21'26" EAST, A DISTANCE OF 134.53 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 24°26'55" AND A CHORD BEARING OF SOUTH 44°25'06" WEST; THENCE FROM A TANGENT BEARING SOUTH 56°38'34" WEST, SOUTHWESTERLY 30.30 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 58°04'46"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.22 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°43'42" WEST, A DISTANCE OF 46.45 FEET; THENCE NORTH 77°36'27" WEST, A DISTANCE OF 45.69 FEET; THENCE SOUTH 15°35'32" EAST, A DISTANCE OF 129.60 FEET; TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 78°45'54" AND A CHORD BEARING OF SOUTH 37°37'45" EAST, THENCE FROM A TANGENT BEARING OF SOUTH 77°00'42" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 137.47 FEET TO THE POINT OF TANGENCY, THENCE SOUTH 01°45'12" WEST 260.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 21°06'45"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 359.27 FEET TO A POINT OF REVERSE

CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1434.71 FEET AND A CENTRAL ANGLE OF 16°18'36"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 408.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 29°57'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 52.27 FEET; THENCE SOUTH 46°36'30" EAST A DISTANCE OF 139.41 FEET TO THE NORTH RIGHT OF WAY LINE OF PALM PARKWAY PER OFFICIAL RECORD BOOK 5138, PAGE 1988, SAID POINT ALSO BEING A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1485.00 FEET AND A CENTRAL ANGLE OF 36°41 '58"; THENCE FROM A TANGENT BEARING OF S43°23'30"W AND ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING (3) THREE COURSES AND DISTANCES: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 951.18 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 80°05'29" WEST, A DISTANCE OF 159.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 885.00 FEET AND A CENTRAL ANGLE OF 31°31'32"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 486.95 FEET; THENCE NORTH 89°50'01" WEST, A DISTANCE OF 730.35 FEET TO THE POINT OF BEGINNING.

Said Property also being described as RUBY LAKE – PHASE 1, according to the plat thereof, as recorded in Plat Book 88, Page 120, Public Records of Orange County, Florida.

EXHIBIT 2**LEGAL DESCRIPTION OF PHASE II PROPERTY**

PORTIONS OF LOT 1 AND LOT 2 OF RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 28 EAST OF ORANGE COUNTY, FLORIDA; THENCE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID RUBY LAKE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 42 THROUGH 48, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; NORTH 89°54'38" WEST, A DISTANCE OF 334.30 FEET; NORTH 00°19'10" EAST, A DISTANCE OF 49.77 FEET; NORTH 89°13'06" WEST, A DISTANCE OF 791.24 FEET; NORTH 00°02'07" WEST, A DISTANCE OF 300.98 FEET; SOUTH 89°44'45" EAST, A DISTANCE OF 658.24 FEET; NORTH 00°03'05" WEST, A DISTANCE OF 352.48 FEET; SOUTH 89°54'08" EAST, A DISTANCE OF 136.94 FEET; NORTH 00°15'10" EAST, A DISTANCE OF 149.99 FEET; NORTH 89°53'56" WEST, A DISTANCE OF 136.99 FEET; NORTH 00°18'58" EAST, A DISTANCE OF 412.40 FEET; SOUTH 89°57'31" EAST, A DISTANCE OF 137.22 FEET; NORTH 00°18'30" EAST, A DISTANCE OF 538.14 FEET; THENCE LEAVING SAID RUBY LAKE BOUNDARY SOUTH 89°42'19" EAST, A DISTANCE OF 241.25 FEET; THENCE NORTH 00°22'31" EAST, A DISTANCE OF 178.78 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00°20'25" EAST, A DISTANCE OF 1344.33 FEET; THENCE SOUTH 89°53'04" EAST, A DISTANCE OF 94.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°09'46" EAST, A DISTANCE OF 115.60 FEET; THENCE SOUTH 00°20'25" WEST, A DISTANCE OF 1343.72 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE SOUTH 89°38'32" EAST, A DISTANCE OF 215.60 FEET ALONG SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE, NORTH 00°18'02" EAST, A DISTANCE OF 163.34 FEET; THENCE NORTH 58°44'45" EAST, A DISTANCE OF 16.95 FEET; THENCE NORTH 67°37'27" EAST, A DISTANCE OF 83.81 FEET; THENCE NORTH 41°57'51" EAST, A DISTANCE OF 64.69 FEET; THENCE SOUTH 56°55'25" EAST, A DISTANCE OF 15.43 FEET; THENCE NORTH 66°36'10" EAST, A DISTANCE OF 63.88 FEET; THENCE NORTH 76°26'50" EAST, A DISTANCE OF 58.37 FEET; THENCE NORTH 77°38'10" EAST, A DISTANCE OF 13.57 FEET; THENCE NORTH 57°38'46" WEST, A DISTANCE OF 76.00 FEET; THENCE NORTH 79°11'58" EAST, A DISTANCE OF 114.12 FEET; THENCE SOUTH 30°16'39" EAST, A DISTANCE OF 28.95 FEET; THENCE NORTH 63°56'24" EAST, A DISTANCE OF 26.33 FEET; THENCE NORTH 00°16'27" EAST, A DISTANCE OF 100.32 FEET; THENCE SOUTH 89°43'32" EAST, A DISTANCE OF 254.43 FEET; THENCE SOUTH 08°11'37" WEST, A DISTANCE OF 102.93 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 186.97 FEET; THENCE NORTH 76°27'47" EAST, A DISTANCE OF 32.71 FEET; THENCE SOUTH 13°32'13" EAST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 19°19'01" WEST, A DISTANCE OF

1867.57 FEET; THENCE SOUTH 23°38'56" WEST, A DISTANCE OF 279.97 FEET TO THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE NORTH 89°50'01" WEST, A DISTANCE OF 323.09 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXHIBIT 3

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RUBY LAKE COMMUNITY ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)**

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RUBY LAKE COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

The Articles of Incorporation of RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), were filed on January 13, 2016, and assigned Charter No. N1600000359.

The Association's Articles of Incorporation shall be amended and restated in accordance with the Association's Articles of Incorporation and the provisions of Sections 617.1002 and 617.1007 of the Florida Not For Profit Corporation Act. There are no members entitled to vote on the amendment. The amended and restated articles were adopted by the board of directors. Accordingly, the Articles of Incorporation are amended and restated in their entirety to read as follows:

1. **Name of Corporation.** The name of the corporation is **RUBY LAKE COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").
2. **Principal Office.** The principal office of the Association is 4901 Vineland Road, Suite 500, Orlando, Florida 32811.
3. **Registered Office - Registered Agent.** The Association hereby appoints the Registered Agent to accept service of process within the State of Florida and to maintain all records relating to permitting actions by the South Florida Water Management District ("SFWMD"). The street address of the Registered Office of Association is 215 North Eola Drive, Orlando, FL 32801. The name of the Registered Agent of Association is:

JAMES G. KATTELMANN
4. **Definitions.** The COMMUNITY DECLARATION FOR RUBY LAKE (the "Declaration") will be recorded in the Public Records of Orange County, Florida, and shall govern all of the operations of a community to be known as RUBY LAKE. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association and the Owners.
6. **Not for Profit.** Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. **Powers of the Association.** The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

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7.1 To perform all the duties and obligations of the Association set forth in the Governing Documents, including, without limitation, the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and RUBY LAKE;

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.4 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.6 To borrow money, and (i) if prior to the Turnover Date, upon (a) the approval of a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of RUBY LAKE to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, RUBY LAKE, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, RUBY LAKE, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

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7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and RUBY LAKE as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

7.13 To establish committees and delegate certain of its functions to those committees; and

7.14 To require all the Owners to be members of the Association; and

7.15 To take any other action necessary in furtherance of the purposes for which the Association is organized.

8. Voting Rights. Owners, Builders, Phase II Landowner and Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows: are as follows:

NAME	ADDRESS
Douglas Hoffman	4901 Vineland Road, Suite 500 Orlando, FL 32811
Carlos Gregory	4901 Vineland Road, Suite 500 Orlando, FL 32811
Joshua Young	4901 Vineland Road, Suite 500 Orlando, FL 32811

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association, the responsibility of the operation and maintenance of the SWMS must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the SFWMD prior to such termination, dissolution or liquidation.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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12. Amendment.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant, unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant and Phase II Landowner shall have the joint right to amend these Articles as they deem appropriate, without the joinder or consent of any other person or entity whatsoever, except to the extent limited by applicable law. Declarant's and Phase II Landowner's rights to amend under this Section is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the Turnover, the Association must first obtain Declarant's and Phase II Landowner's prior written consent to any proposed amendment. An amendment identical to that approved by Declarant and Phase II Landowner may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant and Phase II Landowner shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, all rights of Phase II Landowner to amend these Articles and all requirements that Phase II Landowner consent to the amendment of these Articles shall terminate upon the recordation of the Phase II Landowner Rights Termination Notice as provided in Section 29.4 of the Declaration.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA, and SFWMD. Prior to the Turnover, the Declarant and Phase II Landowner shall have the joint right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

13. Limitations

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant or Phase II Landowner, unless such amendment receives the prior written consent of Declarant or Phase II Landowner, as applicable, which may be withheld for any reason whatsoever.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: follows:

President:	Carlos Gregory
Vice President:	Doug Hoffman
Secretary	Joshua Young
Treasurer:	Joshua Young

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

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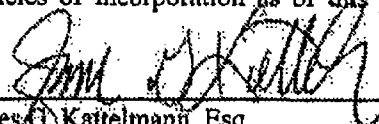
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IN WITNESS WHEREOF, the undersigned, being the Incorporator of this Association, has executed these Amended and Restated Articles of Incorporation as of this 7th day of March, 2016.



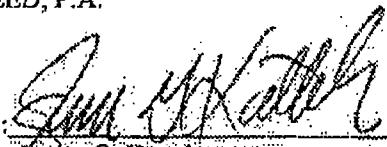
James G. Kattelmann, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 7th day of March, 2016.

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

By: 

James G. Kattelmann

Registered Office:

215 North Eola Drive
Orlando, FL 32801

Principal Corporate Office:

4901 Vineland Road, Suite 500
Orlando, FL 32811

EXHIBIT 4
BYLAWS
OF
RUBY LAKE COMMUNITY ASSOCIATION INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

BYLAWS
OF
RUBY LAKE COMMUNITY ASSOCIATION INC.

1. Name and Location. The name of the corporation is RUBY LAKE COMMUNITY ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 4901 Vineland Road, Suite 500, Orlando, Florida 32811, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the COMMUNITY DECLARATION FOR RUBY LAKE (the "Declaration") relating to the residential community known as RUBY LAKE, recorded, or to be recorded, in the Public Records of Orange County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Minutes" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

3. Members.

3.1 Voting Interests. Each Owner, Phase II Landowner and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant and Phase II Landowner shall have Voting Interests equal to nine (9) votes per Lot owned, provided, however, as to land which is annexed or added pursuant to the terms of this Declaration or any parcel designated as a Future Development Tract (or similar term) or set aside for future development under the Plat, Declarant and Phase II Landowner shall be entitled to fourteen (14) votes per acre or fraction thereof contained within such parcel, until such time as the parcel is platted into Lots, whereupon Declarant and Phase II Landowner shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant and Phase II Landowner shall have Voting Interest equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the

Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.4 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.5 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.6 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the members (the “Annual Members Meeting”) shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a “Special Members Meeting”) may be called by a majority of the Board, or upon written request of thirty percent (30%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association in any manner permitted by the Florida Statutes applicable to same. A copy of the notice shall be mailed to each member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days’ notice will be deemed sufficient), unless otherwise required by Florida law. The notice shall be addressed to the member’s address last appearing on the books of the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by Declarant’s presence, in person or by proxy, at any meeting. From and after the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast twenty percent (20%) of the total Voting Interests, subject to reduction as provided in Section 3.6 below. Notwithstanding any provision herein to the contrary, in the event that technology permits members to participate in member meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date. If any such meeting is adjourned and rescheduled for failure to meet quorum requirements, the quorum requirement for the rescheduled meeting shall be one-half (1/2) of the quorum requirement for the adjourned meeting.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes, as

amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by Declarant need not be members of the Association. Board members elected by Owners must be members of the Association.

4.2 Pre-Turnover Director. Pursuant to Section 720.307(2), Florida Statutes Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for RUBY LAKE are conveyed to Owners. At such time as the Owners are entitled to elect a Pre-Turnover Director, the Association shall send a written notice to all Owners requesting nominations for same. If more than one nomination is received, the Association shall schedule a Special Members Meeting for the election of the Pre-Turnover Director in accordance with these Bylaws. If no Owners are willing to serve as a Pre-Turnover Director, a replacement Director shall be selected pursuant to Section 4.4 hereof to serve until the next Annual Members Meeting, at which time nominations will again be solicited for a Pre-Turnover Director to be elected in conjunction with the Annual Members Meeting. The term of the Pre-Turnover Director shall expire at the second (2nd) Annual Members Meeting after the election of the Pre-Turnover Director.

4.3 Term of Office. The term of office for the Pre-Turnover Director shall end on the Turnover Date. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidate receiving the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by Declarant shall extend until the date designated by Declarant, or until the Turnover Date).

4.4 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.5 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.6 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.7 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. From and after the Turnover, or such earlier date determined by Declarant in its sole and absolute discretion, the members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting. Notwithstanding the foregoing, from and after Turnover, for so long as Declarant holds at least five percent (5%) of the total number of Lots planned for RUBY LAKE out for sale, Declarant, at Declarant's sole option, may elect one (1) member of the Board. Nothing herein shall require Declarant to elect or place any members on the Board after Turnover.

4.8 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all members present. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board. Directors may attend meetings telephonically. When some or all Directors meet by telephone conference, those Directors attending by telephone conference shall be counted toward obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized at the noticed location of the meeting so that the conversation of those Directors may be

heard by the Board, as well as any member present at the meeting. Members may not attend Board meetings telephonically.

5.5 Open Meetings. Meetings of the Board shall be open to all members except that meetings between the Board or a committee established by the Board and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to members other than the Directors.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which annual budget of the Association will be approved or at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a copy of the proposed budget and a statement that Assessments will be considered at the meeting and the nature of the Assessments.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of RUBY LAKE by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ARC, any committee of the Association, or the vote of the members. This right may be exercised by Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ARC or any committee of the Association.

6.4 Elected Director Certification.

6.4.1 Within 90 days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. Within 90 days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile homes in the Department of Business and Professional Regulations within 1 year before or 90 days after the date of election or appointment.

6.4.2 The written certification or educational certificate provided pursuant to Section 6.4.1 hereof shall be valid for the uninterrupted tenure of the Director on the Board. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

6.4.3 The Association shall retain each Director's written certification or educational certificate for inspection by the members for 5 years after the Director's election. However, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

7. Obligations of the Association. Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ARC. Declarant shall have the sole right to appoint the members of the ARC until the Community Completion Date. Upon expiration of the right of Declarant to appoint members of the ARC, the Board shall appoint the members of the ARC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ARC.

10. Records. The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Declarant or Phase II Landowner unless such amendment receives the prior written consent of Declarant, or Phase II Landowner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, Declarant and Phase II Landowner shall have the joint right to amend these Bylaws as they deem appropriate, without the joinder or consent of any other person or entity whatsoever, except as limited by applicable law. Declarant's and Phase II Landowner's rights to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain Declarant's and Phase II Landowner's prior written consent to any proposed amendment. An amendment identical to that approved by Declarant and Phase II Landowner may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, Declarant and Phase II Landowner shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, all rights of Phase II Landowner to amend these Bylaws and all requirements that Phase II Landowner consent to the amendment of these Bylaws shall terminate upon the recordation of the Phase II Landowner Rights Termination Notice as provided in Section 29.4 of the Declaration.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA AND SFWMD. Prior to the Turnover, the Declarant and Phase II Landowner shall have the joint right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in

connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these Bylaws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

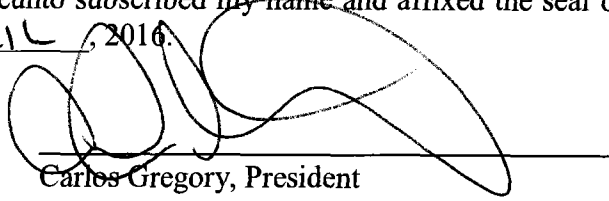
CERTIFICATION

I, Carlos Gregory, do hereby certify that:

I am the duly elected and acting President of RUBY LAKE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit; and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of APRIL, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19th day of APRIL, 2016.



Carlos Gregory, President

(CORPORATE SEAL)

EXHIBIT 5
PERMIT



FORM #0157
Rev. 07/09

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
PERMIT MODIFICATION NO. 48-00993-P
DATE ISSUED: DECEMBER 7, 2015**

PERMITTEE: DFD ONE LLC
(RUBY LAKE PD)
55 WEST MONROE STREET, SUITE 2500
CHICAGO, IL 60603-5028

ORIGINAL PERMIT ISSUED: OCTOBER 15, 1998

ORIGINAL PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF 24.18 ACRES OF RUBY LAKE RANCH, CONSTRUCTION AND OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM TO SERVE THE CONCEPTUAL APPROVAL AREA. THE 1.6 ACRE FIRST PHASE OF CONSTRUCTION, A 10.48 ACRE PORTION OF TURKEY LAKE ROAD EXTENSION, AND A 3.82 ACRE OFF-SITE PARCEL, TOTALLING 38.48 ACRES, DISCHARGING TO CYPRESS CREEK SWAMP VIA RUBY LAKE.

APPROVED MODIFICATION: CONSTRUCTION AND OPERATION OF A STORMWATER MANAGEMENT SYSTEM SERVING 162.7 ACRES OF RESIDENTIAL DEVELOPMENT FOR A PROJECT KNOWN AS RUBY LAKE PD.

PROJECT LOCATION: ORANGE COUNTY, SECTION 15 TWP 24S RGE 28E

PERMIT DURATION: See Special Condition No:1.

This is to notify you of the District's agency action concerning Permit Application No. 150529-20, dated May 29, 2015. This action is taken pursuant to the provisions of Chapter 373, Part IV, Florida Statutes (F.S.).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit Modification is in effect for this project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57 and Section 120.569, or request a judicial review pursuant Section 120.68, Florida Statutes.
2. The attached 18 General Conditions.
3. The attached 15 Special Conditions.
4. The attached 9 Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition, please provide written objections, petitions and/or waivers to:

Office of the District Clerk
South Florida Water Management District
Post Office Box 24680
West Palm Beach, FL 33416-4680
e-mail: clerk@sfwmd.gov

Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically submitted to the Permittee (and the persons listed on the attached distribution list) this 8th day of December, 2015, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

By *Sherinda Jones*
DEPUTY CLERK
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Attachments

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on December 7, 2020.
2. Operation and maintenance of the stormwater management system shall be the responsibility of MIDTOWN MASTER OWNERS ASSOCIATION, INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

As shown in Exhibits 2 & 9.
4. Lake side slopes shall be no steeper than 5:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
5. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
6. Minimum building floor elevation: As shown in attached Exhibit No. 2, pp. 11 - 14, with supplementary information provided in Exhibit No. 8, p.3.
7. Minimum road crown elevation: As shown in attached Exhibit No. 2, pp. 11 - 14, with supplementary information provided in Exhibit No. 8, p.3.
8. Prior to any future construction, the permittee shall apply for and receive a permit modification. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.
9. This permit does not supersede or delete any requirements for other applications covered in Permit No. 48-00993-P unless otherwise specified herein.
10. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Compliance (ERC) staff, and any other local government entities as necessary.

The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties.

To schedule a pre-construction meeting, please contact ERC staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
11. A monitoring program shall be implemented in accordance with Exhibit No. 3. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff.
12. Prior to commencement of construction and in accordance with the work schedule in Exhibit No.3, the permittee shall submit documentation from that 2.31 FF credits have been deducted from the ledger for Bullfrog Bay Mitigation Bank.
13. A maintenance program shall be implemented in accordance with Exhibit No. 3 for the preserved areas on a regular

basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.

14. The following are exhibits to this permit. Exhibits noted as incorporated by reference are available on the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) under this application number.
 - Exhibit No. 1 Location Map
 - Exhibit No. 2 Drainage Plans, Pages 1 - 14
 - Exhibit No. 3 Environmental, Pages 1-22
 - Exhibit No. 4 Post Development Basins Map, Page 1
 - Exhibit No. 5 Basin Hydrological Data, Page 1
 - Exhibit No. 6 Water Quality Data, Pages 1-2
 - Exhibit No. 7 Compensating Storage Comparison, Page 1
 - Exhibit No. 8 Ruby Lake Results Summary, Pages 1-2
 - Exhibit No. 9 Ruby Lake Lake Control Structures, Page 1
15. The Ownership and Encumbrance Report provided by the applicant on November 16, 2015 revealed that six (6) possible encumbrances exist on the site which may be in conflict with the conservation easement. In accordance with the applicant's response dated November 23, 2015, it was determined that overlapping easements could result. The construction completion certification will require as-built plans prepared by a registered professional and will not be accepted until an updated Ownership and Encumbrance Report clarifying these locations is provided to the District.

GENERAL CONDITIONS

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S. (2012).
2. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual" (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the "Florida Stormwater Erosion and Sedimentation Control Inspector's Manual" (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice" indicating the expected start and completion dates. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Applicant's Handbook Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified

- herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
 11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
 12. The permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
 13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
 15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 18. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.