

Prepared by and return to:

Frazier & Bowles, Attorneys at Law
202 S. Rome Ave
Ste. 125
Tampa, FL 33606

**CERTIFICATE OF AMENDMENT TO THE COMMUNITY DECLARATION FOR FAIRWAY
POINTE**

THESE AMENDMENTS are made this 11 day of Sept, 2025 by WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation and HDP FAIRWAY PALMS, LLC, a Delaware limited liability company and joined by FAIRWAY POINTE COMMUNITY ASSOCIATION, INC.

Whereas, pursuant to section 21.3 of the COMMUNITY DECLARATION FOR FAIRWAY POINTE, 2023187918 of the Official Records of HILLSBOROUGH County, Florida ("Declaration"), prior to turnover, the Declarant shall have the right to the amend this Declaration.

Whereas, the Turnover has not yet occurred.

Now, therefore, the Declarant amends the Declaration as stated in the attached amendments labeled Exhibit "A".

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 11 day of Sept 2025.

"DECLARANT"
WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation

By: [Signature]

Print Name: Debbie Beaver
Title: Vice President

[Signature]
Witness 1 Signature

[Signature]
Witness 2 Signature

Tabitha Persia
Witness 1 Print Name

June M. Butler
Witness 2 Print Name

3925 COCONUT PALM DR # 117
TAMPA, FL 33619
Witness 1 Address

3925 COCONUT PALM DR # 117
TAMPA, FL 33619
Witness 2 Address

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of Sept, 2025, by Debbie Beaver, as Vice President of WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

[Signature]
Notary Public
Christine Mugnai
Print Name
My Commission Expires: 5/14/26

(Notary Seal)



JOINDER

FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this AMENDMENT TO THE COMMUNITY DECLARATION FOR FAIRWAY POINTE (this "**Amendment**"), 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 Amendment and does not affect the validity of this Amendment as the Association has no right to approve this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11 day of Sept, 2025.

"ASSOCIATION"

FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

By: Susan Mugnai

Print Name: Susan Mugnai

Title: President

Tabitha Persia

Witness 1 Signature

Tabitha Persia

Witness 1 Print Name

3925 Coconut Palm Ave. Ste 117

Tampa, FL 33619

Witness 1 Address

June M. Butler

Witness 2 Signature

June M. Butler

Witness 2 Print Name

3925 Coconut Palm Ave. Ste 117

Tampa, FL 33619

Witness 2 Address

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11 day of Sept, 2025, by Susan Mugnai, as President of FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me.

Christine Mugnai

Notary Public

Christine Mugnai

Print Name

My Commission Expires: 5/14/26

(Notary Seal)



EXHIBIT "A"
ADOPTED AMENDMENTS TO THE COMMUNITY DECLARATION FOR FAIRWAY POINTE

(New Wording Underlined; Deleted Wording ~~Stricken Through~~)

Section 7.9.2 is AMENDED and DELETED in its entirety.

~~7.9.2. **Roofs and Gutters.** The Association shall repair and replace roofs of Homes, including shingles, and roof decking, if any, when such repairs and replacement are applicable to the entire roof consisting of all roofs of all attached dwellings for a particular building; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. Any maintenance, repair, and/or replacement of the shingles or roof decking that apply to individual Lots and/or Lots, but do not apply to the entire roof consisting of all roofs of all attached dwellings for a particular building, shall be the responsibility of the respective Lot Owner. The Association shall conduct routine maintenance of roof gutters (if any) of Homes, including clearing, repair and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair and replacement shall be deemed part of the Operating Expenses, and each Owner shall pay an equal share of such costs.~~

Section 8.10 et seq. is AMENDED and ADDED as follows:

8.10 Roofs and Gutters.

8.10.1 Definitions. As used in this Section: (i) "**Adjoining Owner**" means the Owner of a Lot that shares a roof with another Lot due to the Villa-style construction of the Homes; (ii) "**Shared Roof**" means the entire roof, its materials and its structure, including but not limited to its gutters, covering both adjoining Lots in a Villa-style building; (iii) "**Major Roof Work**" means any work beyond routine maintenance and minor repair or replacement that materially affects the Shared Roof or could be reasonably construed or predicted to have a material impact on the Shared Roof.

8.10.2 Minor Repair and Replacement. Each Owner is responsible for the maintenance, repair, and replacement of the portion of the roof serving their Lot. Maintenance and repairs include, but are not limited to, repair or replacement of individual or small groups of damaged shingles, repairs of leaks, gutter cleaning and repair, repair or replacement of roof vents or other penetrations serving only their Home, and other similar work that does not affect the structural integrity of the Shared Roof. The Association reserves the right to, but shall have no obligation to maintain, repair, or replace any portion of the roofs or gutters.

8.10.3 Shared Roof Replacement. Due to the Villa-style construction of the Homes, when Shared Roof replacement becomes necessary (i.e., due to the useful life of the shingles needing to be replaced entirely, the roof's structure needing to be replaced, etc.) such replacement shall encompass the Shared Roof in its entirety to maintain structural integrity and uniform appearance. In such cases, Adjoining Owners shall share equally in the cost of the Shared Roof replacement. Each Owner shall cooperate to ensure the timely and proper replacement of the Shared Roof, using materials, workmanship, and aesthetics consistent with the Governing Documents and any ACC guidelines. A Shared Roof replacement shall qualify as Major Roof Work.

8.10.4 Adjoining Owner Coordination Requirements. For any Major Roof Work, Owners shall obtain the written consent of the Adjoining Owner. Notwithstanding the foregoing, Owners are not required to coordinate with Adjoining Owners for routine maintenance or minor repairs affecting only their portion of the roof, including repair or replacement of individual damaged shingles, repairs of minor leaks affecting only their portion of the roof, gutter cleaning and repair, repair or replacement of roof vents or other penetrations serving only their Home, and other similar work that does not affect the structural integrity of the Shared Roof or the Adjoining Owner's portion of the roof.

8.10.4.1 Consent of Adjoining Owner. Subject to the preceding Section, the consent of the Adjoining Owner shall not be unreasonably withheld, conditioned, or delayed. If an Owner requires the consent of their Adjoining Owner under this Section and such consent is withheld, delayed, or conditioned in a manner the requesting Owner believes to be unreasonable, either Owner may petition the Association to resolve the dispute. The Association's decision regarding such consent shall be final and binding upon both Owners, and the Association shall have the power to grant such consent on behalf of the withholding Owner if the Association determines such consent was unreasonably withheld, delayed, or conditioned.

8.10.4.2 Major Roof Work Dispute Resolution. If Adjoining Owners cannot agree on the timing, cost, scope of repairs, or necessity of full roof replacement or other Major Roof Work that would necessitate a shared cost by Adjoining Owners, either Owner may petition the Association to mediate the dispute. The Association's decision shall be final and binding on all parties. There shall be no cost for such mediation unless the Association determines it necessary to include legal counsel or professional consultants, in which case the Adjoining Owners shall be equally responsible for all attorneys' fees, paraprofessional fees, and costs, which shall be added to the Owners' respective ledgers as an Individual Assessment. Furthermore, depending on the circumstances, the Association retains the right to contract to perform the repairs itself, and all charges associated with such repairs shall be placed upon the Owners' ledgers as an Individual Assessment, including but not limited to professional fees and legal fees.

8.10.5 ACC Approval Required. Regardless of Adjoining Owner coordination requirements, all roof work, repairs or replacements require ACC approval, and the ACC, in their sole discretion, may require, as a condition of approving any roof work (including routine maintenance and minor repairs), that the submitting Owner obtain the written approval of the Adjoining Owner and submit it to the ACC.

8.10.6 Association Right to Abate. Each Owner, by acceptance of a deed to a Home within FAIRWAY POINTE, hereby acknowledges and accepts the terms contained in Declaration Section 8.10 and hereby grants to the Association an irrevocable power of attorney, coupled with an interest, to take any and all actions necessary to effectuate any repairs to the Shared Roof, including but not limited to executing contracts, permits, and other necessary documentation on behalf of such Owner. Should the Association act as such, all such maintenance, repair, or replacement cost and expenses, including but not limited to any attorneys' fees or professional fees, shall be added to the Owner(s)' respective ledger(s) as an Individual Assessment.

8.10.7 Damage by One Owner. Notwithstanding anything herein to the contrary, if damage to the Shared Roof is caused by the act, negligence, or omission of one Owner, or their agents, tenants, guests, or family members, that Owner shall be solely responsible for all costs associated with repairing or replacing the damaged portion of the Shared Roof, including but not limited to any consequential damage to the Adjoining Owner's property.

8.10.8 Right of Entry. Each Owner shall permit the Association, the Adjoining Owner, and each's representatives, to enter their Lot as reasonably necessary for the purpose of installations, alterations, or repairs to the Shared Roof. Requests for entry shall be made in advance, except in emergencies, and entry shall occur at a time reasonably convenient to the Owner of the Lot being entered. The entering Owner shall indemnify the Owner of the Lot being entered for any consequential damages arising from such entry.

8.10.9 Emergency Repairs. Notwithstanding anything in this Section to the contrary, in the event of an emergency situation that poses an immediate risk of substantial damage to any portion of the Shared Roof, an Owner's Home, or an Adjoining Owner's Home, an Owner may undertake immediate temporary repairs without prior ACC approval or Adjoining Owner consent. The Owner shall notify both the Association and the Adjoining Owner as soon as reasonably practicable, but in no event later than twenty-four (24) hours after discovering the emergency situation. Any temporary repairs shall be followed by permanent repairs which shall comply with all requirements of this Section, including obtaining necessary ACC approval and, if required, Adjoining Owner consent. The allocation of costs for emergency repairs shall be determined in accordance with the applicable provisions of this Section based on the cause of the emergency situation and the nature of the required repairs. The Association reserves the right to require the undoing of emergency repairs and charge the respective Owner for the costs and expenses to do so, as an Individual Assessment.

8.10.10 Owner Vote to Create Roofing Reserves. After the Turnover Date, a majority of the Voting Interests may vote at a duly noticed meeting of the Members to add roofing to the Association's existing Reserves as part of the Operating Expenses based upon a professional reserve study estimating the useful life, the cost of replacement, and the existing condition of the roofs. Should a majority of the Voting Interests vote in favor of adding roofs to the Reserves, this provision shall be self-effectuating; roofing shall be added to the Reserves and funded as required, the reserve shall become a required component of the Operating Expenses that cannot be waived, and the Association shall assume responsibility from the Owners for all Major Roof Work as it relates to the maintenance, repair, and replacement of the roofs.

Section 7.13 is AMENDED as follows

7.13 Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Lots and Common Areas, if any, shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. ~~Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN FAIRWAY POINTE MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN FAIRWAY POINTE. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.~~

Section 8.11 et seq. is AMENDED and ADDED as follows:

8.11 Irrigation. Every Owner shall be required to irrigate the grass and landscaping located on their Lot in a routine and ordinary manner, as may be permitted by SWFWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components will be the sole responsibility of the record title owner of the respective Lot and must be done in accordance with any irrigation schedule and access and usage policies set forth in the Community Standards. Sprinkler heads shall be maintained on a monthly basis. Reasonable overspray onto immediately adjacent attached Lots is permitted, provided that Owners coordinate their irrigation schedules to prevent overwatering of shared areas. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Automatic sprinkler systems shall not cause water to run onto neighboring Lots, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to ensure proper automatic operation. BY VIRTUE OF ACCEPTING A DEED TO A HOME, YOU UNDERSTAND THAT THE COUNTY SIGNIFICANTLY REGULATES WATER USE, IRRIGATION, AND WATER RESTRICTIONS ON YOUR LOT. DECLARANT HAS NO CONTROL OVER COUNTY WATER RESTRICTIONS AND DECLARANT HAS NO ABILITY TO ENSURE THE HEALTH OF YOUR YARD OR LAWN AS A RESULT OF COUNTY RESTRICTIONS. BY ACQUIRING TITLE TO A HOME AND/OR LOT, YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE WATERING RESTRICTIONS IMPOSED BY THE COUNTY WHILE ALSO ACKNOWLEDGING THAT YOU ARE ALSO RESPONSIBLE TO ENSURE THAT YOUR LAWN AND YARD ARE MAINTAINED TO THE PROPER HEALTHY STANDARD REQUIRED BY THE GOVERNING DOCUMENTS.

8.11.1 Damage from Irrigation Repair. Each Owner shall be responsible for any damage to landscaping caused by irrigation repairs or replacement on their Lot. In the event an Owner does not repair such damage within fourteen (14) days of completion of the irrigation work, the Association may, but shall not be obligated to, and without notice, repair such damage and the costs and expenses of such repairs plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by the Association in its sole and absolute discretion) Administrative Fee shall be assessed against the respective Lot as an Individual Assessment.

Section 7.2.4 is AMENDED as follows:

7.2.4 Irrigation Facilities. The Association shall have no responsibility for the maintenance of the irrigation facilities located on any Lot. The record title owner of each such Lot shall be responsible for the repair, replacement and maintenance of the irrigation facilities within any portion of such Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration and shall be subject to the approval of the ACC, if any. The Association reserves the right, but has no responsibility or obligation, to enter an Owner's Lot and fix, replace, or repair any damaged portions of the irrigation system and may charge such costs and expenses, including professional fees and attorneys' fees to the Owner as an Individual Assessment. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots, except in the case of damage due to an Owner's negligence or damage caused by an Owner's guest or Lessees. The cost associated with any such maintenance, repair and

~~replacement of the irrigation facilities shall constitute a part of the Operating Expenses for which Assessments shall be levied except in the case of costs for repair and replacement of damage due to an Owner's negligence, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SWFWMD, or the County regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.~~

Section 7.2.5 is AMENDED and ADDED as follows:

7.2.5 Landscape Repair or Replacement Due to Owner Negligence. Notwithstanding anything herein to the contrary, in the event that any lawn or landscaping on a Lot needs to be repaired or replaced, the Association shall have the right to engage a qualified expert to determine if the damage was caused by improper irrigation or watering issues. If the expert determines that the damage was caused by improper irrigation or watering issues, the costs of (i) the expert's services and (ii) replacing the lawn or landscaping shall be assessed against the respective Lot as an Individual Assessment.