

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 ____ day of _____, 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, as amended from time to time, ("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 22nd day of December 2025.

"DECLARANT"

WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation

By: _____

Print Name: Debbie Beaver

Title: Vice President

Witness 2 Signature

Witness 2 Print Name

Witness 2 Address

Witness 1 Signature

Witness 1 Print Name

Witness 1 Address

STATE OF Florida
COUNTY OF Hillsborough

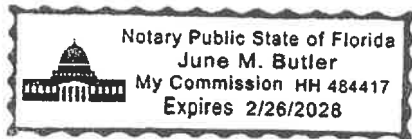
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of December, 2025, by Debbie Beaver, as Vice President of WILLIAM RYAN HOMES FLORIDA, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public
June M. Butler

Print Name

My Commission Expires: 2/26/2028

(Notary Seal)



IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 22nd day of December 2025.

"DECLARANT"

HDP FAIRWAY PALMS, LLC, a Delaware limited liability company

By: _____

Print Name: Deborah Blauer

Title: Auth. Agent

Witness 2 Signature _____

Witness 2 Print Name Kasey Bontrager

3925 COCONUT PALM DR # 117
TAMPA, FL 33619

Witness 2 Address

Debra Fusio

Witness 1 Signature

Tabitha Persia

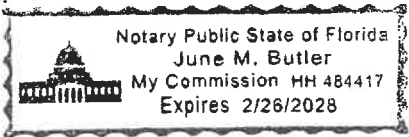
Witness 1 Print Name

3925 COCONUT PALM DR # 117
TAMPA, FL 33619

Witness 1 Address

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of December, 2025, by Deborah Blauer, as Auth. Agent of HDP FAIRWAY PALMS, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



(Notary Seal)

June M. Butler
Notary Public
June M. Butler

Print Name

My Commission Expires: 2/26/2028

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 22nd day of December, 2025.

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

By: [Signature]
Print Name: Susan Mugnai
Title: President

[Signature]
Witness 2 Signature

Kasey Bontrager
Witness 2 Print Name

3925 Coconut Palm Ave. Ste 117

Tampa, FL 33619
Witness 2 Address

[Signature]
Witness 1 Signature

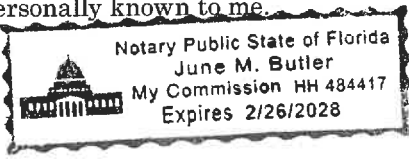
Tabitha Persic
Witness 1 Print Name

3925 Coconut Palm Ave. Ste 117

Tampa, FL 33619
Witness 1 Address

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of December, 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.



(Notary Seal)

[Signature]
Notary Public
June M. Butler
Print Name
My Commission Expires: 2/26/2028

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

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

Section 7.2.4 is AMENDED as follows:

7.2.4 Irrigation Facilities. The Association shall be ~~have no~~ responsibility for the maintenance of the irrigation facilities located on every~~any~~ Lot within FAIRWAY POINTE. The ~~record title owner of each such Lot Association~~ shall be responsible for the repair, replacement and maintenance of the irrigation facilities within any portion of thesuch Lots. The costs associated with such maintenance shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Notwithstanding anything herein to the contrary, in the event any Owner, their lessees, family members, or invitees, by action or inaction or by act or omission, cause damage to the irrigation facilities, such costs, expenses, and fees for repair, replacement or maintenance shall be charged as an Individual Assessment placed on the applicable Owner's account. 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.

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. Except as otherwise provided in Section 7, watering ~~Watering~~ and irrigation and such associated costs, ~~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.