



VIA U.S. FIRST-CLASS MAIL
AND VIA EMAIL: (Nlucas@mgmt-assoc.com)

May 5, 2026

The Preserve at Fairway Oaks Homeowner's Association, Inc.
c/o Nancy Lucas, LCAM
Management and Associates
720 Brooker Creek Boulevard, Suite 206
Oldsmar, Florida 34677

Re: The Preserve at Fairway Oaks Homeowner's Association, Inc.
RPG File No.: 10188-002
Recorded Certificate of Amendment to the Declaration

Dear Nancy:

Please find enclosed the *original*, executed Certificate of Amendment to the Declaration, with a copy of the *recorded* Certificate of Amendment attaching the Amendments to the Declaration, which has been recorded on May 5, 2026, in Official Records Book 11414, Pages 1144-1149, in the Public Records of Pasco County.

Please ensure that these are part of the official documents on file for the Association, and all members of the Association should be provided with a copy.

Please feel free to contact me should you have any comments or questions regarding this matter.

Sincerely,

Monique E. Parker
MEP/ak
Enclosures

Prepared by and return to:
Monique E. Parker, Esquire.
Rabin Parker Gurley, P.A.
2653 McCormick Drive
Clearwater, Florida 33759

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PRESERVE AT FAIRWAY OAKS

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Covenants, Conditions and Restrictions for The Preserve at Fairway Oaks, recorded in Official Records Book 3184, Page 0179 et seq., as subsequently amended, within the Public Records of Pasco County, Florida, was amended and restated at a duly called meeting of the members of The Preserve at Fairway Oaks Homeowner's Association, Inc., on April 21, 2026. The adopted amendments are attached hereto.

IN WITNESS WHEREOF, The Preserve at Fairway Oaks Homeowner's Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 21 day of April, 2026.

THE PRESERVE AT FAIRWAY OAKS
HOMEOWNER'S ASSOCIATION, INC.

Jolynn Gottschalk
Signature of Witness #1

JoAnn Gottschalk
Printed Name of Witness #1

9525 Eps1 Court, Hudson FL 34669
Address of Witness #1

Thomas M. Maher
Signature of Witness #2

Thomas M. Maher
Printed Name of Witness #2

13646 Bryndlewood Ct. Hudson, FL 34669
Address of Witness #2

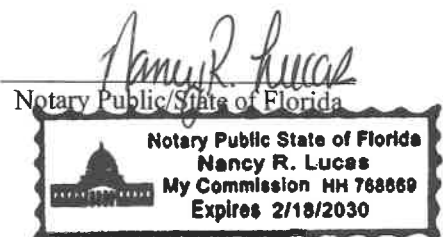
By: Dale Gottschalk
President

Dale Gottschalk
Printed Name

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of April, 2026, by Dale Gottschalk, as President of The Preserve at Fairway Oaks Homeowner's Association, Inc., on behalf of the corporation, and ☒ is personally known to me or ☐ has produced FL DL G324-166-43260 identification.

My commission expires: 2/18/2030



Prepared by and return to:
Monique E. Parker, Esquire.
Rabin Parker Gurley, P.A.
2653 McCormick Drive
Clearwater, Florida 33759

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THE PRESERVE AT FAIRWAY OAKS
HOMEOWNER'S ASSOCIATION, INC.

Jean Gottschalk
Signature of Witness #1

Jean Gottschalk

Printed Name of Witness #1

9525 Eps Court Hudson FL 34669

Address of Witness #1

Thomas M. Maher
Signature of Witness #2

Thomas M. Maher

Printed Name of Witness #2

13646 Bayvillewood Ct. Hudson, FL 34669

Address of Witness #2

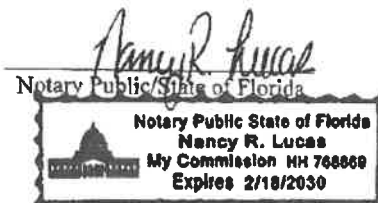
By: Dale Gottschalk
President

Dale Gottschalk
Printed Name

STATE OF FLORIDA)
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My commission expires: 2/18/2030



AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRESERVE AT FAIRWAY OAKS

New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.

Item No. 1 Articles 2, 4 and 5 of the Declaration are hereby amended to read as follows:

ARTICLE 2
PROPERTY RIGHTS

2.2 Other Easements.

- (E) Easement Rights of Developer and Owners. The developer has constructed single-family patio homes upon the lots with zero (0) or minimal setbacks to lot lines. Association is hereby granted such easement for maintenance, repair, upkeep, and replacement including, but not limited to, painting, landscaping, repair, or replacement of structural matters such as perimeter walls ~~and roofs~~. In such event, Association shall use reasonable care not to alter or damage the easement area, and repair and restore any such damage; provided, however, no owner shall improve or alter such easement area by constructing or placing any landscaping or other improvements in such area without the prior written consent of Association. Any landscaping and/or improvements installed on the Association's easements by the owners without Association approval may be removed by the Association at the owner's sole expense. Owners shall be also liable for any damages caused by their installation of landscaping or other improvements in the easement areas, or any damages caused by the negligence of such owners or their agents, tenants, guests, invitees, or licensees. Additionally, in the event, any such improvements, including without limitation, eaves, and gutters, constructed on a lot by the developer encroach upon an adjoining lot, such adjoining lot owner, by the terms hereof, does hereby grant a perpetual easement over, through, under and across the area encroached upon for the exclusive use of the owner of the improvements located thereon as well as the Association for maintenance of such improvements. Such easement shall be construed as permitting and authorizing such improvements provided the encroachment does not exceed one foot (1').

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

- 4.1 Creation of the Lien and Personal Obligation of Assessments. The owner of each lot owned hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, and agree to pay to the Association:
- (A) General assessments or charges, which may be levied annually, semi-annually, quarterly or monthly, as determined by the Board of Directors.
 - (B) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
 - (C) Reserves for anticipated repair or replacement of capital improvements including, but not limited to, exterior painting of dwelling units, painting of community perimeter walls and entrance monuments, cleaning and repair of the community perimeter fence, repairs of the community swimming pools, gazebos, and equipment, replacement of the gazebos as may be necessary, and pool gazebo roof repairs, maintenance, and replacement.
- 4.2 Purpose of Assessments. The assessments and reserves levied by the Association shall be used exclusively to:
- (A) Promote the recreation, health, safety, and welfare of the members of the Association.
 - (B) Provide for the improvement and maintenance of the common area including but not limited to Tracts "E" and "G," and if determined to be necessary by the Association, through its Board of Directors, the cleaning of and debris removal from the dedicated areas.
 - (C) Provide for the maintenance, care, and upkeep of lawns, sprinklers, and exterior painting, ~~and roofs on all dwellings (until such roofs are replaced by the Association as more fully provided herein below).~~ The cost of ~~replacing the roofs on the individual dwellings and the~~ exterior painting of the dwellings shall be specially assessed to the lot owners in accordance with the square footage of the dwelling.
 - (D) The replacement of all mailbox posts and numbers as deemed necessary by the Board of Directors.
 - (E) Trash and recycling collection for service to all lots by a contractor hired by the Association.

- (F) Provide for the maintenance, care, and upkeep of community perimeter walls, entrance monuments, cleaning, and repair of the community perimeter fence, and repairs of the community swimming pools, gazebos, and equipment.

- 4.6 In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, or upon any lot(s) wherein the cost and obligation thereof is, by this Declaration, assumed by Association, provided that any such assessment shall have the assent of not less than a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, any special assessment for replacing the pool gazebo roofs ~~the roof on a dwelling~~, or required to address an emergency shall not require membership approval.

- 4.8 Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, other than special assessments attributable to the individual lot owners for the ~~replacement of the dwelling roofs and~~ exterior painting of the dwellings.

ARTICLE 5 EXTERIOR MAINTENANCE

Allocation of responsibility for exterior maintenance, repair and replacement, and maintenance upon the lots and common areas is as follows:

- 5.5 ~~After the effective date of this amendment, the Association shall not be~~ Lot owners are solely responsible for maintaining, repairing, and/or replacing the dwelling roofs. ~~However, in recognition of the Association's prior responsibility for the same, the Association shall replace each dwelling roof on a schedule determined appropriate by the Board of Directors before turning over the maintenance, repair, and replacement responsibility to the owner in the manner set forth below.~~
 - (A) ~~The Association's roof replacement project for all 252 dwellings commenced in December of 2018 and the entire planned replacement program is estimated to be complete in 2026.~~
 - (B) ~~The Board of Directors shall, in its sole discretion, determine the scheduling of replacement roofs on the dwellings.~~
 - (C) ~~Until such time as a dwelling roof is replaced by the Association under this plan, the Association shall remain responsible for roof maintenance and repairs.~~

~~(D) After completion of each individual dwelling roof replacement, the Association shall no longer be responsible for maintaining, repairing, and/or replacing that dwelling roof. The warranty covering labor and materials will be issued to each individual homeowner, and future maintenance, repairs, and/or replacement of the dwelling roof shall be the owner's responsibility.~~

~~(A E)~~ In order to maintain the overall visual integrity of the community, any future maintenance, repair, and/or replacement work performed on the dwelling roofs by the owners shall be subject to any and all architectural restrictions contained herein, and any standards and guidelines adopted and amended by the Association from time to time relating to the color, type, and manufacturer of the roof shingles that may be used on the dwellings.

~~(B F)~~ Owners shall only use licensed and insured roofing contractors to perform work on the dwelling roofs.

~~(G) The requirements of this paragraph shall be deemed fulfilled by the Association as to any dwelling roofs that have been replaced by the Association within one year prior to the effective date of this amendment (such roofs need not be replaced by the Association again).~~

Item No. 2 Articles 6 and 7 of the Declaration are hereby amended to read as follows:

ARTICLE 6 SUBDIVISION USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

6.3 No business of any kind shall be conducted in any subdivision residence which can be detected by sight, sound, or odor from the outside of the residence. No business of any kind shall be conducted in any subdivision residence which requires customers, clients, employees, agents, or any other person who does not reside in that residence to come to the residence for any business purpose. No business or marketing signage including but not limited to logos, signs, banners, magnets, phone numbers, etc., may be displayed on a lot ~~or on any vehicles parked on a lot, the driveway, or the street.~~

6.16 All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed at the rear of the home and not visible from the front and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage, and rubbish, ~~as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to~~

~~be placed in front of any subdivision lot.~~ No subdivision lot shall be used as a dumping ground for rubbish.

- 6.22 No in-ground swimming pools can be installed on a Lot bordering an Association water retention area. No above-the-ground swimming pools shall be installed and/or maintained on any of the subdivision lots in said subdivision. The foregoing shall not prohibit the use of a portable or removable kiddie pool with less than one foot (1') of water.

ARTICLE 7 SUBDIVISION ARCHITECTURAL CONTROL

- 7.2 Architectural Review Committee. The Association is hereby empowered and authorized to appoint an Architectural Review Committee to review owner proposed exterior changes and alterations to a dwelling or lot. The committee's function is to review the submitted application and if necessary do an on-site inspection and discuss the proposed project with the owner. The committee will then inform the Association if the proposed project conforms to or does not conform to the Association's published architectural standards. The committee does not recommend project approval. The Association makes the final project determination and informs the owner of its decision in writing that the project is approved, disapproved or that additional information is needed before a decision can be rendered. ~~The Association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of this Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Review Committee appointed by the Board of Directors~~

END OF AMENDMENTS