

PREPARED BY AND RETURN TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Cross Reference: BK 2824, PG 941

**CERTIFICATE OF AMENDMENT TO
COMMUNITY CHARTER FOR VILLAS OF TORINO**

THE UNDERSIGNED HEREBY CERTIFIES that, pursuant to Section 20.2(c) of the COMMUNITY CHARTER FOR VILLAS OF TORINO recorded in O.R. Book 2824, Page 941 of the Public Records of St. Lucie County, Florida, as amended (the “**Charter**”), at a duly called Special Meeting of the members of VILLAS OF TORINO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”) held on October 10, 2022, the Owners entitled to cast at least sixty-seven percent (67%) of the total votes of the Association approved the SECOND AMENDMENT TO COMMUNITY CHARTER FOR VILLAS OF TORINO (the “**Second Amendment**”) to which this Certificate of Amendment is attached.

Said Second Amendment was approved in accordance with Section 20.2(c) the Charter, which provides the Charter may be amended by the written consent or affirmative vote of Owners entitled to cast sixty-seven percent (67%) of the total votes of the Association.

IN WITNESS WHEREOF the undersigned has caused this Certificate of Amendment to be duly executed as of the 10 day of October, 2022.

WITNESSES:

Villas of Torino Community Association, a
Florida Corporation Not-For-Profit

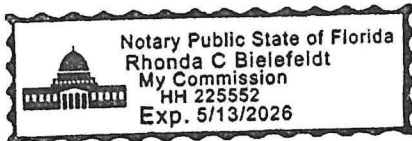
By: [Signature]
Print Name: Hillary Rothmel

By: [Signature]
Print Name: Genie Stonesifer
Title: President

By: [Signature]
Print Name: Holly Leide

STATE OF FLORIDA)
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10 day of October, 2022, by Genie Stonesifer, as President of Villas of Torino Comm Assn, on behalf thereof, and who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
Print Name: Rhonda C. Bielefeldt
My Commission Expires: 05/13/26

**SECOND AMENDMENT TO
COMMUNITY CHARTER FOR VILLAS OF TORINO**

THIS SECOND AMENDMENT TO THE COMMUNITY CHARTER FOR VILLAS OF TORINO (this "**Second Amendment**") is effective as of the date of recordation in the Public Records of St. Lucie County, Florida.

RECITALS

A. Pursuant to Section 20.2(c) of that certain COMMUNITY CHARTER FOR VILLAS OF TORINO recorded in O.R. Book 2824, Page 941 (the "**Original Charter**"), as amended by that certain FIRST AMENDMENT TO COMMUNITY CHARTER FOR VILLAS OF TORINO recorded in O.R. Book 3277, Page 1376 ("**First Amendment**"), all of the Public Records of St. Lucie County, Florida (collectively, the "**Charter**"), the Charter may be amended by the written consent or affirmative vote of Owners entitled to cast sixty-seven percent (67%) of the total votes of the of VILLAS OF TORINO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

B. The following amendments to the Charter were submitted to the membership for consideration and were properly approved by Owners entitled to cast more than sixty-seven percent (67%) of the total votes of the Association at a Special Meeting of the membership held on October 10, 2022, at which a quorum was present and which Special Meeting was duly noticed in accordance with Florida Statutes and the Association's Governing Documents.

NOW THEREFORE, the Charter is amended as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Charter.

2. In the event there is a conflict between this Second Amendment and the Charter, this Second Amendment shall control. Whenever possible, this Second Amendment and the Charter shall be construed as a single document. Except as modified hereby, the Charter shall remain in full force and effect.

3. The first paragraph of Section 2.5 of the Charter is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR FULL CURRENT TEXT]:

2.5 Builders.

Some of the Units in the community may be purchased by builders for the purpose of constructing dwellings for sale, resale and/or leasing in the ordinary course of their business ("**Builders**"). Pursuant to that certain PARTIAL ASSIGNMENT OF

FOUNDER RIGHTS AND BUILDER AUTHORIZATION recorded in Official Records Book 4794, Page 1654, as File # 5012208 of the Public Records of St. Lucie County, Florida (the "Partial Assignment"), 13FH TORINO, LLC, a Delaware limited liability company, and its successors and designated assigns (collectively "13FH"), was designated by Founder as a "Builder" under the Charter. Pursuant to the Partial Assignment, Founder extended certain of its rights, easements, exemptions and authorizations reserved under the Governing Documents with respect to development, marketing, sale and leasing of property in the Community to 13FH and Lennar Homes, LLC with respect to any such property within the Community owned by them. As of the date of the Second Amendment, all property within the Community previously owned by Lennar Homes, LLC has been conveyed by it to 13FH.

4. The last paragraph of Section 5.1 of the Charter is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR FULL CURRENT TEXT]:

This Chapter shall not apply to the Founder's design and construction activities or to the Association's activities during the Founder Control Period. Pursuant to the Partial Assignment, Founder assigned to 13FH the Founder's rights and design review authority pursuant to Section 5.2 and 5.3 of the Charter, until such time as all Units planned for the property have been improved with dwellings for which a certificate of occupancy has been issued as provided in Section 5.2 of the Charter. Further, notwithstanding anything contained herein to the contrary, this Chapter 5 shall not apply to a Builder's design and construction activities and neither this Chapter 5 nor the Design Guidelines shall apply to any property owned by a Builder within the Community. Without limitation of the foregoing, all construction activities by 13FH shall not require any further approval by the Association or the DRC, and shall be exempt from the Design Guidelines.

5. Subsections 7.1(a) and 7.1(b) of the Charter (as modified by the First Amendment) are hereby amended as follows:

Section 7.1 Use, Occupancy, and Transfer of Interests in Units

(a) ***Residential and Related Uses.*** Units may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing, and sale activities of the Founder and Builders it designates. Pursuant to the Partial Assignment, Founder has authorized 13FH as a Builder to conduct all activities which are necessary or desirable to 13FH in connection with the construction, sale and/or leasing of Units, and all such activities shall not be deemed in violation of this Charter. This Chapter shall not be amended in any manner which adversely impacts the Founder or a Builder, or property owned by the Founder or a Builder, unless prior written consent is granted from Builder and/or Founder, as applicable.

A business activity within a Unit shall be considered "related" to a residential use and thus permitted under this Section only if conducted by a person or persons residing in the Unit and only if the business activity:

- (i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;
- (ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community;

(iv) is consistent with the Community's residential character and does not constitute a nuisance or hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion; and

(v) does not involve real estate brokerage or sales activities as the agent of an Owner other than the Founder or Builders it may authorize, unless the Founder has specifically approved such activities in writing

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing a Unit for residential purposes shall not be considered a "business" within the meaning of this subsection ~~provided that the Owner and any other Owners with whom such Owner is affiliated, individually or collectively, do not collectively lease or offer for lease more than two (2) Units at any time. This provision~~ Any leasing or rental provisions contained herein shall not preclude an institutional lender from leasing a Unit upon taking title following foreclosure of its security interest in the Unit or upon acceptance of a deed in lieu of foreclosure. Further, notwithstanding any inconsistent or contrary provision in the Charter, if and only for so long as any Lot is encumbered by a mortgage insured by the FHA, VA or USDA any restrictions in this Charter or the other Governing Documents on renting, subleasing, or reconveyance of Lots that violate any mandatory FHA, VA or USDA underwriting guidelines or requirements shall not apply to such Lot or its Owner, to the extent of any such violation, with any non-violating portion of such restrictions remaining in full force and effect. For purposes of this Charter, the terms "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit.

(b) **Leasing.** Any dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased. No lease or rental agreement for a dwelling shall be for a term of less than six (6) months.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

~~Prior to a tenant taking occupancy under a lease or rental agreement of any kind, the Owner of the leased Unit shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to, but consistent with this sub-Section, the Association or the Board may adopt Rules governing leasing and subleasing; provided, however, any such Rule(s) governing leasing and subleasing adopted by the Association or the Board shall apply only on a prospective basis to any Owner who acquires title to the Unit after the~~

effective date of the adoption of such Rule(s). For purposes of the foregoing sentence, a change of ownership in a Unit does not occur when an Owner conveys the Unit to an affiliated entity, when beneficial ownership of the Lot does not change, or when an heir becomes the record title owner of the Unit.

This subsection and any Rules governing leasing and subleasing shall not apply to Units leased by or on behalf of the Founder or any Founder Affiliate or any Builder.

6. Subsection 7.3(b) of the Charter is hereby amended as follows:

(b) *Displays.* No Rule shall abridge an Owner's right to display on his or her Unit one United States flag or holiday symbols and decorations of the kind normally displayed in single-family residential neighborhoods. However, except as otherwise expressly provided herein, the Association may adopt time, place, and manner restrictions with respect to flags and displays visible from outside structures on the Unit, including reasonable limitations on size and number. Notwithstanding the foregoing or anything to the contrary contained in the Charter, the Rules or any other Governing Documents of the Association, each Owner may place one (1) "For Sale" and/or "For Lease" sign within such Owner's Lot of not more than five (5) square feet in size advertising a Lot for sale or a Unit for Lease, which sign need not be approved by the Board, the DRC or the Association. The Board may not prohibit (either through the Rules or otherwise) the display of such "For Sale" or "For Lease" sign within a Lot; provided, however, the Board may restrict or prohibit (in its reasonable discretion) the display of more than one (1) such sign within any Lot. Each Owner shall maintain any such "For Sale" or "For Lease" sign within the Lot in a safe, clean and appropriate manner. Nothing in this Section shall be deemed to limit or restrict the other marketing and sales rights granted to Owners and/or Builders in the Governing Documents.

7. Subsection 7.3(f) of the Charter is hereby amended as follows:

(f) *Leasing and Transfer of Units.* Except as set forth in Section 7.1(b), no Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit; however, the Rules may require a minimum lease term of up to 12 months. No Rule shall require any Owner to use a specific form of lease agreement; provided, however, all lease agreements shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. The Rules may also require that Owners use Board-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee in connection with the Board's review of a lease. Notwithstanding anything to the contrary, any such Rule(s) governing leasing and subleasing adopted by the Association or the Board shall apply only on a prospective basis to any Owner who acquires title to the Unit after the effective date of the adoption of such Rule(s). For purposes of the foregoing sentence, a change of ownership in a Unit does not occur when an Owner conveys the Unit to an affiliated entity, when beneficial ownership of the Unit does not change, or when an heir becomes the record title owner of the Unit.

8. The first paragraph of Section 13.3(a) of the Charter is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR FULL CURRENT TEXT]:

(a) *Installation and Maintenance.* The Founder reserves for itself and grants to the Association and to Builders and all utility providers perpetual non-

exclusive easements throughout the Community (but not through a structure) to the extent reasonably necessary to:

9. Section 17.2 of the Charter is hereby amended as follows:

17.2 Marketing and Sales Activities. Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Units, subject to any limitations imposed by applicable zoning. Further notwithstanding anything in the Governing Documents to the contrary, for so long as a Builder owns any property within the Community, such Builder and its agents, employees, contractors and designees may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in such Builder's opinion, may reasonably be required, convenient, or incidental to the construction, sale or leasing of Units, subject to any limitations imposed by applicable zoning. Such permitted facilities and activities shall include business offices, signs, flags (either hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient or incidental to construction or sales or leasing activities, the Founder and its employees, agents, Builders and their designees may park vehicles in designated parking areas. Notwithstanding anything in the Governing Documents to the contrary, to the extent any of the Rules of the Community limit, hinder, restrict or prohibit any activities by a Builder or their contractors, agents, assigns, employees or designees in connection with construction, sales or leasing of Units within the Community, such Rules shall be deemed not to apply to such activities of such Builder or its contractors, agents, employees or designees.

During and after the Development and Sale Period, the Founder and Builders shall have a right of access to and the right to use all Common Area facilities for parties, special events, and marketing activities in connection with the marketing and sale of other communities being developed, marketed, or sold by the Founder or such Builder, its agents, or affiliates, subject to any limitations imposed by applicable zoning. Any such use after the Development and Sale Period shall be subject to reasonable notice to the Association and payment by the Founder or such Builder of all reasonable costs the Association directly incurs in connection with such use (i.e., over and above costs the Association would incur in the absence of such use). Notwithstanding anything contained herein to the contrary, Owners may, at no cost and without prior notice to the Association, temporarily bring prospective purchasers and lessees to tour the Common Area facilities.

10. Section 17.4 of the Charter is hereby amended as follows:

17.4 Right to Approve Change in Community Standards. During the Development and Sale Period, no amendment to or modification of any Rules or Design Guidelines shall be effective without prior notice to and the written approval of the Founder. For so long as a Builder owns any property within the Community, no amendment to or modification of any Rules or Design Guidelines shall be effective as to such Builder or the property owned by such Builder without the written approval of such Builder.

11. The first paragraph of Section 20.2(d) of the Charter is hereby amended as follows [SEE GOVERNING DOCUMENTS FOR FULL CURRENT TEXT]:

(d) *Validity and Effective Date.* No amendment may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or the Founder member, respectively (or the assignee of such right or privilege). Further, no amendment may remove, revoke, or modify any right or privilege of a Builder, or adversely affect any Builder, without the written consent of the such Builder (or the assignee of such right or privilege).

12. The Charter, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

13. If any provision, section, sentence, or application of this Second Amendment is found to be unenforceable, illegal or invalid, that finding shall not affect or undermine the enforceability or validity of any other provision, section, sentence, or application of this Second Amendment which can be enforced without the use of the offending portion hereof.

14. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in St. Lucie County, Florida.