

This instrument was prepared by
and should be returned to:
Jacob Ensor
Ross, Earle Bonan Ensor & Carrigan, P.A.
789 S. Federal Highway, Suite 101
Stuart, Florida 34994

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

The undersigned certify that at least sixty-seven percent (67%) of the owners entitled to vote for Villas of Torino Community Association, Inc. approved the attached amendment ("Third Amendment") to the Community Charter for Villas of Torino, which is recorded in O.R. Book 2824, Page 941 of the Public Records of St. Lucie County, Florida, and amended at O.R. Book 3277, Page 1376 and O.R. Book 4903, Page 2838. The Third Amendment was approved by written consent of the Owners, pursuant to Section 20.2(c) of the Community Charter, which provides that the Community 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 being the President and Secretary of this Association, has executed this Certificate of Amendment to the Community Charter this 4 day of April 2023.

WITNESSED:

Hillary Rethmel
Witness
Hillary Rethmel
Printed Name of Witness

Carla Herrera
Witness
CARLOS HERRERA
Printed Name of Witness

Villas of Torino Community Association,
Inc.

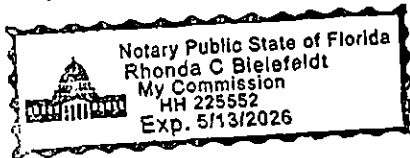
By: *[Signature]*
Print Name: Robyn Roomes
Its: President

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 4 day of February 2023, by Robyn Roomes, as President of Villas of Torino Community Association, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

Rhonda C. Bielefeldt
Print Name: Rhonda C. Bielefeldt
NOTARY PUBLIC, State of Florida
My Commission Expires: 05/13/26

(NOTARY SEAL)



WITNESSED:

Hillary Rothmel
Witness
Hillary Rothmel
Printed Name of Witness

Carlos Herrera
Witness
CARLOS HERRERA
Printed Name of Witness

Villas of Torino Community Association, Inc.

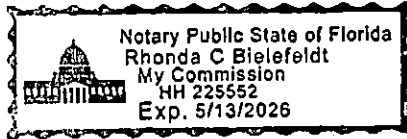
By: R. Bames
Print Name: Robyn Bames
Its: President

STATE OF FLORIDA
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 4 day of April 2023, by Robyn Bames, as Secretary of Villas of Torino Community Association, Inc., a Florida non-profit corporation, on behalf of the corporation and who is personally known to me or has produced _____ as identification.

Rhonda C. Bielefeldt
Print Name: Rhonda C. Bielefeldt
NOTARY PUBLIC, State of Florida
My Commission Expires: 5/13/26

(NOTARY SEAL)



PROPOSED
AMENDMENTS TO COMMUNITY CHARTER
FOR VILLAS OF TORINO

The following is a proposed amendments to Sections 6.1 and 9.2 of the Community Charter for Villas of Torino.

(Underlining indicates new language and striking through indicates deletion of existing language.)

6.1. Maintenance of Units

Each Owner shall maintain his or her Unit, including all structures, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard unless such maintenance is otherwise assumed by or assigned to the Association. If the Association, by a vote of the Board, elects to perform any maintenance, it may do so on a one-time or recurring basis. It is not required to provide continued maintenance.

Each Owner also must maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her Unit unless the Association assumes all or part of such maintenance responsibility.

The Founder may have drainage swales constructed on any Unit within the Community for the purpose of managing and containing the flow of excess surface water, if any, found upon that Unit from time to time. Each Owner, including any Builder, shall be responsible for the maintenance, operation, and repair of the drainage swales located on that Owner's Unit. Maintenance, operation and repair shall mean the exercise of practices, such as lawn mowing and erosion repair, which allow the drainage swales to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of fences, construction of walls, construction of any improvement, and/or any other activity which obstructs the surface water flow in the drainage swales is strictly prohibited. No Owner may alter, modify, change, re-direct and/or obstruct any drainage swale located within the Community. Any damage to any drainage swale located on any Unit, whether caused by natural or human-induced phenomena, shall be repaired and such drainage swale shall be returned to its former condition as soon as possible by the Association, and the costs for that repair shall be part of the Common Expenses.

(The balance of Section 6 remains unchanged)

9.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

(a) the Common Areas serving all or portions of the Community.

(b) Landscaping within public rights-of-way within or abutting the Community, to the extent that responsible governmental authorities or Unit Owners do not maintain it to the Community-Wide Standard;

(c) such portions of any additional property as may be dictated by the Founder, this Charter, any Supplement, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association; and

(d) The Association shall also be responsible for the maintenance, operation, and repair of the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities pursuant to the permit issued by the South Florida Water Management District. Any repair and/or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the South Florida Water Management District. The permit from the South Florida Water Management District is attached to this Charter as Exhibit "E" (the "District Permit") If wetland mitigation and/or monitoring is required by the District Permit, the Association shall be responsible to carry out this obligation successfully, including but not limited to, meeting all conditions of the District Permit relating to wetland mitigation, maintenance and/or monitoring. The District Permit and any future South Florida Water Management District permit actions shall be kept as part of the Association's official records. The Association shall have no responsibility for landscaping or other maintenance of Units burdened by storm water drainage easements unless otherwise specifically set forth in a Supplement, the District Permit, in a recorded agreement and/or on a recorded plat.

The Association may maintain other property it does not own, including, without limitation, Units and property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Association may, but is not obligated to, assume responsibility to maintain, upkeep, repair, clean and/or replace the exteriors of Units; provided, however, the Association shall not have any responsibility for maintenance, upkeep, repair, cleaning and/or replacement of any doors and/or windows of any Unit. The Association may, but is not obligated to, assume responsibility to maintain, paint, upkeep, repair, clean and/or replace any roofs of Units. If the Association, by a vote of the Board, assumes the

responsibility to maintain, paint, upkeep, repair, clean and/or replace the exteriors and/or roofs of Units, the costs, expenses, materials, insurance and any other fee related to such maintenance, painting, upkeep, repair, cleaning and/or replacement shall be part of the Common Expenses. If the Board elects to perform any maintenance, painting, upkeep, repair, cleaning, or replacement, it may do so on a one-time or recurring basis. It is not required to provide continuing maintenance, painting, upkeep, repair, cleaning or replacement. Additionally, if the Board elects to paint the exterior of the Units, the Board shall select the type, color, and quality of the paint.

The unit you are purchasing may contain materials which contain or are affected by mold, mildew, fungus, spores and chemicals which may cause allergic or other bodily reactions. You should consult your physician to determine which mold, mildew, fungus, spores or chemicals may adversely affect you or members of your family. By accepting a deed and/or taking title to a Unit, purchaser shall be deemed to have assumed the risks associated with molds, mildew, spores, fungi and for other toxins and to have released Founder from any and all liability for same.

The Association may, but is not obligated to, maintain, upkeep, repair, and/or replace a master irrigation system that may be located within the Community, including but not limited to Units. If the Association assumes such maintenance, upkeep, repair and/or replacement of a master irrigation system, the costs and expenses of such maintenance, upkeep, repair and/or replacement shall be part of the Common Expenses.

The Association may, but is not obligated to, maintain, upkeep, repair, mow, trim, edge, fertilize and/or replace all landscaping, including but not limited to, any landscaping located on each Unit. If the Association assumes such maintenance, upkeep, repair, mowing, trimming, edging, fertilizing and/or replacement of landscaping located on each Unit, the costs and expenses of such maintenance, upkeep, repair, mowing, trimming, edging, fertilizing and/or replacement of such landscaping shall be part of the Common Expenses.

(The balance of Section 9 remains unchanged)