

EXHIBIT “A”

AMENDMENT TO DECLARATION OF CONDOMINIUM OF VILLA RIVIERA CLUB, INC. A CONDOMINIUM

QUESTION 1 (continued on page 2)

Article 3, Section 3.4(c) is hereby amended as follows:

3.4 Apartment Boundaries. Each apartment, which term is used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) ...

(b)

(c) Limited Common Elements. All balconies, ~~terraces~~, **patios**, canopies, ~~Townhouse~~ garages (all other assigned parking dealt with in 4.2(a)), and any such structure attached to the exterior main walls of the building that serve only the apartment adjacent to such structure shall be a limited common element for the benefit of that particular apartment only. **Limited common elements shall also include: all drywall; all doors; all windows and sliding glass doors, including the glass, glass block, and screens; all hurricane shutters; electric panels and electric wiring, which only serve one (1) apartment; and the HVAC system, which includes, but is not limited to, the compressor/condenser, handler, vents, thermostats and controls, electrical lines and refrigerant lines, which only serve one (1) apartment.**

Article 5 is hereby amended as follows:

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association, **except certain limited common elements as set forth Section 5.2(b)(1) below**, and the expense associated therewith shall be designated a common expense.

(b) ...

5.2 Apartments.

(a) By Association. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls,

QUESTION 2

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment, **which service other apartments** ~~maintained by the Association~~; and all such facilities contained within an apartment that services part or parts of the Condominium other than the apartment within which contained **(e.g., facilities within an apartment which provide exterior security lighting).**

QUESTION 3

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association; **provided, however, the cost of such incidental damage may not exceed \$500.00 per apartment per incident and any repairs will only return the apartment to the condition of the apartment as originally constructed by the Developer.**

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(4) All common elements, **except for certain limited common elements as set forth herein.**

(b) By the Apartment Owner. The responsibility of the apartment owner shall include:

(1) To maintain, repair, and replace at his/her sole and personal expense, all **drywall,** doors, windows, glass, **glass block,** screens, **hurricane shutters,** electric panels, electric wiring, electric outlets and fixtures, **garages including the garage doors, the HVAC system, as defined above,** ~~air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.~~ **Maintenance, repair and replacement of the garage door includes the painting of the garage door and includes the locks, tracks, springs, roller, door openers, and all other items which relate to the garage door.**

(2) ...

(3) ...

QUESTION 4

(4) Apartment Owners shall be required to obtain and maintain insurance for their apartments.

QUESTION 5

(c) Alteration and Improvement. Subject to the other provisions of 5.2, and which in all cases shall supersede and have the priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to the apartment at his/her sole and personal cost as he/she may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, or any of the limited common elements identified in Section 3.4(c) above, without first obtaining approval in writing ~~of owners of all other apartments in such apartment building and the approval~~ of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes.

QUESTION 6

(d) Any of the common elements, limited common elements, or parts of the Unit damaged due to a casualty shall be repaired and/or replaced as provided in Section 718.111(11), Florida Statutes, and Article 8 of this Declaration.