

EXHIBIT "A"

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF VENETIAN ISLES CONDOMINIUM ASSOCIATION, INC.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

IV. Identification of Units

A. Condominium Property. The condominium property of each phase consists of the land described in Article III hereto, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements, and limited common elements. In addition, the condominium property shall include as a common element an interest in real or personal property acquired by the condominium association in accordance with the provisions of Section 718.114 of the Condominium Act, Florida Statutes, as amended. The principal improvements on the real property for Phase I consists of one (1) two (2) story building. Units in Building I will be numbered 1 through 6 on the bottom floor and 7 through 12 on the top floor. The principal improvements on the real property for each of Phases II, III, IV and V will consist of one (1) two (2) story building per phase. Each building in Phases II, III and IV will contain a minimum of ten (10) and a maximum of twelve (12) units. The building built as a part of Phase V will contain a minimum and maximum of four (4) units. Each unit in Phase II, III, IV and V, will have a minimum of two (2) and a maximum of three (3) bedrooms and a minimum of one (1) and a maximum of three (3) baths. Each unit in Phase I is approximately 1,212 square feet in size. Each unit in Phases II, III, IV and V will be a minimum of 900 square feet and a maximum of 1,500 in size. Each unit together with its attached ~~terrace or patio~~ lanai is a condominium unit and is subject to private ownership. The terms "condominium unit" and "unit" are synonymous.

B. Unit Boundaries. Each unit, which term is used in this subsection concerning boundaries, shall include that part of the building containing the unit, which boundaries are as follows:

1. Perimetrical Boundaries. The Perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.
2. Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building except where there is attached to or in existence as part of the building a ~~terrace~~ lanai, or other attachment serving only the unit being bounded, in which extent the boundary shall be such as will include all such structures, except for load bearing walls.

XV. Maintenance and Repair

~~A. The owner of each condominium unit at his own expense shall maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including, but not limited to, all air conditioning equipment used in or appurtenant to that unit, and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his non action. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, include but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute and boundary lines of the unit (including the attached patios, where applicable) and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit within or in the perimeter walls of a unit, and all glass in windows and doors in the perimeter walls of the unit.~~

~~B. The association shall be responsible for and shall see to the maintenance, repair and operation of the common elements of the condominium. The association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of, the association.~~

~~C. Enforcement of Maintenance. In the even owners of a unit fail to maintain it as required herein, or make any additions or alterations to common elements or limited common elements without the required written consent, the association or an owner with an interest in any until shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. In the alternative, the association shall have the right to levy at any time a special assessment against the owners of the unit in good condition and repair or to remove any such unauthorized addition or alteration. After making such assessment, the association shall have the right to have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the association to enforce compliance with the provisions hereof.~~

~~D. Costs and Attorneys' Fees. The Board of Directors of the association or any voting member of the association shall have the right to maintain an action because of the failure of a unit owner or the association to comply with the terms of the Declaration, Articles of Incorporation of the association, the By Laws, or the regulations adopted pursuant to them, and the documents and regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees, and the successful party shall have a lien on the unit of the unsuccessful party to secure the payment of the same.~~

~~E. No Waiver of Rights. The failure of the association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the association, the By Laws, or the regulations shall not constitute a waiver of the right to do so thereafter.~~

Article XV, of the Declaration of Covenants, Conditions, and Restrictions is hereby amended to read as follows:

Maintenance, Alteration and Improvements. Subject to the provisions of Florida Statute §718.111(11), as same may be amended from time to time, responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

A. Association Maintenance. The maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a common expense, except as may otherwise be specifically noted with respect to Limited Common Elements.

1. Same shall include, but not be limited to, exterior painting, roofing, maintenance of parking facilities, and maintaining portions of the Condominium Property exposed to the elements, but shall not include maintenance of screen frames or screening or lanai enclosures, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements for which this Declaration delegates responsibility to the Unit Owner.
2. Glass enclosures or partitions that were not installed as part of the original construction, such as lanai enclosures (if permitted as provided elsewhere in the Condominium Documents) are not the maintenance or insurance responsibility of the Association, and shall be the insurance, maintenance, repair and replacement responsibility of the affected Owner.
3. The Association's maintenance responsibility includes, without limitation; all electrical conduits located outside the Unit; plumbing fixtures and installations located outside the Unit; installations located within a Unit but serving another Unit; or installations located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements.
4. The Association shall be responsible for the maintenance and repair of the drywall constituting the Common Elements of the Condominium, including the interior surface of the exterior

boundary walls, as well as the drywall ceiling of the Unit. Decorations of such surfaces (including but not limited to paint, wallpapering, "popcorn," paneling, etc.) are the responsibility of the Unit Owner. The Association's maintenance responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit.

5. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, as shall any screens or frames which the Association must remove in connection with the maintenance of the Building, although the Association may have such screen replacement work performed by its contractor, and the Unit Owner will be responsible for reimbursements as a charge.

B. Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Unit, which service only the individual Unit plus all electrical facilities from the electrical meter inward, which service only that Unit; window installations, including the window frame and encasement, the plate glass, exterior and interior caulking, window locking and opening mechanisms, and the window sills; maintenance, repair and replacement of window screens, screen doors or lanai screens (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; Unit front entry door, except that the Association may paint entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including

compressors, air handlers and freon lines) and utility installations and connections serving an individual Unit, no matter where located (except that Association shall maintain chases housing freon lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit); carpeting and other floor covering (including lanai areas); door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit. The owner shall be responsible for the interior maintenance of his respective Unit. All incoming plumbing including the shut-off valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary. All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements.

1. Additional Unit Owner Obligations. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to Building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not or the relocation of cabinets or appliances; relocation of utility plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of licensed and insured contractors;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;

•Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

•Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.

•Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

2. Unit owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include but not be limited to activities involving the following:

• Activities involving the use of power equipment such as jackhammers, drills, saws, and the like which create substantial noise as determined by the Board.

• Activities resulting in the creation of substantial noise that can be heard outside of the unit, regardless of whether power equipment is used or not, as determined by the Board.

• Activities rendering the unit uninhabitable during the performance of the work.

• Activities requiring the storage of materials or equipment on the premises outside of the unit.

• Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.

• Activities requiring the use of scaffolding, booms, or other forms of exterior access.

3. Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of Contractors to perform Unit

Owner maintenance responsibilities, provided that the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that the Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

- C. Patios and/or terraces are designated as part of the Unit. The Unit Owner who has the right to the exclusive use of said lanai shall be responsible for the maintenance, care and preservation of: lanai floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the Building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and Fixture(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings and exterior portions, and also the Building walls enclosed by the patios and/or terraces, provided that painting and regular maintenance (nonstructural) of Building walls enclosed by patios and/or terraces shall be done by the Unit Owners, subject to the uniformity of appearance (e.g., color) and other criteria set forth in these Condominium Documents, or as determined by the Board.
- D. Unit Floor Coverings. All second floor Units shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, patios and/or terraces, foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed in areas other than kitchens, bathrooms, patios and/or terraces, foyers, and utility or laundry rooms, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 47 in bathrooms and 52 in all other areas and as the Board may further specify.

E. Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior, or in any manner change the appearance of any portion of the condominium visible from the exterior, or make any structural change within the Unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. "Structural" alterations include, but are not limited to: relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing Fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition (if load bearing), door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal, or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing or visible from the exterior. Replacement of cabinetry, appliances, Fixtures, etc., with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a Building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permits from the appropriate governmental agency, whether or not mentioned above.

The Board shall, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If the Board determines to permit any alteration or addition which is visible from the exterior of the premises, from any vantage, said addition or improvement must also be approved by the Unit Owners in the manner provided in Article 9.8 of the Declaration of Condominium, regardless of the cost or expense of such addition or alteration. If any Unit Owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same would not materially affect or interfere with the utility services constituting Common Elements, if any, located therein, the structural integrity of the Building or create a nuisance or disturbance to neighboring Units.

F. Additional Unit Owner Responsibility for Alterations and Additions. If a Unit Owner (or his predecessors in title) makes, or has made any modifications,

installations, or additions to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the alteration, addition, or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien for Charges of equal dignity to the common expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

- G. Alterations by Association. There shall be no material alterations or substantial additions to the Common Elements or association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alterations or additions require or obligate the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire voting interests. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.
- H. Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required above, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Element and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the Unit Owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association) by the Association which shall be secured by a lien for Charges.
- I. Damage to Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his intentional act or negligence, or by that of any member of his family or his, her or their occupants, guests, tenants or invitees. If any condition, defect or

malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace if caused by the Owner's (or his or her family member's, occupant's, guest's, tenant's or invitee's) acts, negligence or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required. If one or more of the Units involved is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

Responsibilities Regarding Unit Components that May Reasonably be Anticipated to Cause Damage to the Condominium Property if Not Properly Maintained. Certain objects or appliances within the Units or outside the Unit, but serving the Unit and for which the Unit Owner is responsible (Limited Common Elements), pose a particular risk of damage to the Units they service, other Units, and to Common Elements if they are not properly inspected, maintained, repaired, replaced, and certain precautionary actions taken

regularly. Listed below are the components within or serving a Unit which the Unit Owner is responsible to maintain, repair and replace, and which have a high incidence of failure, resulting in possible damage to Units they service, other Units and the Common Elements:

- Water heaters
- Water lines serving toilets, sinks, dishwashers, and washing machines
- Air conditioning equipment
- Water supply hoses

The Unit Owner shall have the following responsibilities in regards to the aforementioned components which have a high incidence of failure:

If a Unit is to be unoccupied for greater than forty-eight (48) hours, the main water shutoff valve of the Unit shall be turned off.

If a Unit is to be unoccupied for any extended period of time, the Unit Owner shall have the Unit inspected by a "home watch" service or other responsible person on a weekly basis.

The hot water heater and expansion tank should be inspected once (1) a year and should be replaced a date no less than seven (7) years from the date of manufacture of the water heater. When replaced, the Unit Owner(s) is responsible for notifying the Board and the Association's manager of the date it is replaced. If a Unit is unoccupied for greater than one (1) week, the circuit breaker for the hot water heater at the electrical panel shall be switched to "off" to minimize damage if there is a leak. The foregoing provision shall not apply to tankless hot water heaters.

All hoses that deliver water to the toilets and washing machines should be replaced with wire braided mesh hoses as specified by the Board of Directors.

Each Unit Owner must cause the air conditioning equipment servicing the Unit to be serviced once per year, and the condensation and line(s) be flushed/cleaned regularly (or at least annually) to prevent back-ups.

If Unit damage occurs from failure of a component listed above, or for any other reason whatsoever, it is the obligation of the Unit Owner to notify the Association immediately. Notice shall be by telephone in the event of any emergency, and shall be confirmed in writing in all instances. The Board

of Directors shall designate the party or parties whom Unit Owners are to contact in connection with this obligation.

Failure by the Unit Owners to perform the duties set forth in this subsection inclusive, or to notify the Association of damage, shall create a rebuttable presumption the Unit Owner was negligent should the listed components fail and cause damage within a Unit, to other Units or to the Common Elements, or should such damage occur due to unreported incidents arising from any source.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer are always available to service the Unit. If Unit Owner fails to maintain utility services to the Unit, the Association shall have, without waiver of other remedies, the right to enter into the Owner's Unit and Limited Common Element and take any and all lawful actions to make the utilities available to service the Unit, in which event the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.