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CONSENTS COMPILED AND VERIFIED BY:
GREENBRIAR OF CITRUS HILLS OWNER'S
ASSOCIATION, INC.
360 E. Hartford Street
Hernando, Florida 34442

FILED & RECORDED
CITRUS COUNTY Florida
BETTY STRIFLER, CLERK

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VERIFIED BY:

KH D.C.

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15.12.01 ✓

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM *

of

Greenbriar of Citrus Hills Condominium No. One, a Condominium,

Successor by Merger of

Greenbriar of Citrus Hills Condominium No. One, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Two, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Three, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Four, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Five, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Six, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Seven, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Eleven, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Twelve, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Thirteen, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Fourteen, a Condominium; and
Greenbriar of Citrus Hills Condominium Buildings Numbered Fifteen,
Sixteen and Seventeen, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Eighteen, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Nineteen, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Twenty, a Condominium; and
Greenbriar of Citrus Hills Condominium No. Twenty-One, a Condominium; and

To Be Known Hereafter as

GREENBRIAR OF CITRUS HILLS CONSOLIDATED CONDOMINIUM

* Each of the foregoing Condominiums are found in
Condominium Plat Book 7, Pages 73-83, Public Records of Citrus County, Florida.

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The text below represents a substantial change to the existing Declarations of Condominium of each condominium which is, or may be, consolidated into its terms by a merger of condominiums pursuant to the provisions of Section 718.110(7), Florida Statutes. As such, the reader must refer to the Declarations of Condominium of the merged condominiums to review the existing text of its current provisions to identify specific changes made and incorporated into the text of this Amended and Restated Declaration.

This Amended and Restated Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. One, a condominium, originally recorded in Official Records Book 628, Page 316, Citrus County Public Records, successor by merger of Greenbriar of Citrus Hills Condominium No. One, a condominium, originally recorded in Official Records Book 628, Page 316, Citrus County Public Records; Greenbriar of Citrus Hills Condominium No. Two, originally recorded on February 1, 1984, in Official Records Book 633, Page 2066, aforesaid records; Greenbriar of Citrus Hills Condominium No. Three, originally recorded on August 15, 1984, in Official Records Book 648, Page 1101, aforesaid records; Greenbriar of Citrus Hills Condominium No. Four, originally recorded on March 30, 1984, in Official Records Book 638, Page 383, aforesaid records; Greenbriar of Citrus Hills Condominium No. Five, originally recorded on September 26, 1984, in Official Records Book 651, Page 1614, aforesaid records; Greenbriar of Citrus Hills Condominium No. Six, originally recorded on April 27, 1984, in Official Records Book 640, Page 622, aforesaid records; Greenbriar of Citrus Hills Condominium No. Seven, originally recorded on January 3, 1985, in Official Records Book 659, Page 489, aforesaid records; Greenbriar of Citrus Hills Condominium No. Eleven, originally recorded on June 5, 1985, in Official Records Book 671, Page 608, aforesaid records; Greenbriar of Citrus Hills Condominium No. Twelve, originally recorded on July 29, 1985, in Official Records Book 675, Page 1436, aforesaid records; Greenbriar of Citrus Hills Condominium No. Thirteen, originally recorded on April 23, 1985, in Official Records Book 667, Page 1388, aforesaid records; Greenbriar of Citrus Hills Condominium No. Fourteen, originally recorded on January 29, 1985, in Official Records Book 670, Page 1765, aforesaid records; Greenbriar of Citrus Hills Condominium Buildings Numbered Fifteen, Sixteen and Seventeen, originally recorded on October 31, 1984, in Official Records Book 654, Page 960, aforesaid records; Greenbriar of Citrus Hills Condominium No. Eighteen, originally recorded on September 13, 1984, in Official Records Book 650, Page 1592, aforesaid records; Greenbriar of Citrus Hills Condominium No. Nineteen, originally recorded on May 31, 1984, in Official Records Book 642, Page 1925, aforesaid records; Greenbriar of Citrus Hills Condominium No. Twenty, originally recorded on May 24, 1984, in Official Records Book 642, Page 1840, aforesaid records; Greenbriar of Citrus Hills Condominium No. Twenty-One, originally recorded on September 7, 1984, in Official Records Book 650, Page 624, aforesaid records, represents a substantial change to the text of the foregoing Declarations of Condominium, and to the Declarations of Condominium relating to condominiums created by Greenbriar of Citrus Hills, Inc., a Florida corporation, within a development lying within Citrus County, Florida, known as Greenbriar of Citrus Hills Condominiums which may later join in its terms by subsequent amendment. As to those condominiums which join in its terms, it also amends the text of the Declarations of Condominium being merged by eliminating archaic and irrelevant material and references within the text of the Declarations of Condominium being merged, substituted by the terms and conditions set forth within this Amended and Restated Declaration.

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I. PURPOSE

Seventeen (17) separate condominiums were created and submitted to condominium ownership as part of the development of Greenbriar of Citrus Hills Condominiums, described within separate Declarations of Condominium described as follows:

- (a) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. One, originally recorded on November 1, 1983, in Official Records Book 628, Page 316, of the Public Records of Citrus County, Florida;
- (b) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Two, originally recorded on February 1, 1984, in Official Records Book 633, Page 2066, of the Public Records of Citrus County, Florida;
- (c) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Three, originally recorded on August 15, 1984, in Official Records Book 648, Page 1101, of the Public Records of Citrus County, Florida;
- (d) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Four, originally recorded on March 30, 1984, in Official Records Book 638, Page 383, of the Public Records of Citrus County, Florida;
- (e) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Five, originally recorded on September 26, 1984, in Official Records Book 651, Page 1614, of the Public Records of Citrus County, Florida;
- (f) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Six, originally recorded on April 27, 1984, in Official Records Book 640, Page 622, of the Public Records of Citrus County, Florida;
- (g) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Seven, originally recorded on January 3, 1985, in Official Records Book 659, Page 489, of the Public Records of Citrus County, Florida;
- (h) Declaration of Condominium for Greenbriar of Citrus Hills Condominium Buildings Numbered Eight, Nine and Ten, originally recorded on November 29, 1984, in Official Records Book 656, Page 1619, of the Public Records of Citrus County, Florida;
- (i) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Eleven, originally recorded on June 5, 1985, in Official Records Book 671, Page 608, of the Public Records of Citrus County, Florida;
- (j) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Twelve, originally recorded on July 29, 1985, in Official Records Book 675, Page 1436, of the Public Records of Citrus County, Florida;

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(k) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Thirteen, originally recorded on April 23, 1985, in Official Records Book 667, Page 1388, of the Public Records of Citrus County, Florida;

(l) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Fourteen, originally recorded on January 29, 1985, in Official Records Book 670, Page 1765, of the Public Records of Citrus County, Florida;

(m) Declaration of Condominium for Greenbriar of Citrus Hills Condominium Buildings Numbered Fifteen, Sixteen and Seventeen, originally recorded on October 31, 1984, in Official Records Book 654, Page 960, of the Public Records of Citrus County, Florida;

(n) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Eighteen, originally recorded on September 13, 1984, in Official Records Book 650, Page 1592, of the Public Records of Citrus County, Florida;

(o) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Nineteen, originally recorded on May 31, 1984, in Official Records Book 642, Page 1925, of the Public Records of Citrus County, Florida;

(p) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Twenty, originally recorded on May 24, 1984, in Official Records Book 642, Page 1840, of the Public Records of Citrus County, Florida;

(q) Declaration of Condominium for Greenbriar of Citrus Hills Condominium No. Twenty-One, originally recorded on September 7, 1984, in Official Records Book 650, Page 624, of the Public Records of Citrus County, Florida;

This Condominium is intended to serve as the vehicle for consolidating two (2) or more of the referenced condominiums, by merger, into the consolidated condominium created by this Amended and Restated Declaration, with this Amended and Restated Declaration superseding the aforescribed Declarations of Condominium, as amended, for those condominiums which merge into this consolidated condominium, effective upon recording of a Notice of Termination and Merger of Condominiums within Citrus County public records, with consents to the merger required by Section 718.110(7), Florida Statutes, attached hereto at time of the recording, or as mergers are subsequently recorded by an instrument amending this Amended and Restated Declaration, with a corresponding Notice of Termination and Merger, together with the requisite consents, recorded at such time.

A. The name by which this condominium shall hereafter be identified is GREENBRIAR OF CITRUS HILLS CONSOLIDATED CONDOMINIUM.

B. The address of this condominium is Post Office Box 1630, Hernando, FL 34442.

C. The lands owned by the unit owners, which are now, or hereafter, merged into this consolidated condominium, are those certain lands lying in Citrus County, Florida described within the respective foregoing Declarations of Condominium applicable to the merged condominiums, and as more

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particularly contained on the condominium plats relating thereto, which lands are incorporated herein by reference effective as of the date that the merger is effective.

On this land were constructed private dwelling units and other appurtenant improvements, all of which were submitted to condominium ownership, pursuant to Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act") upon the terms, conditions, restrictions, reservations and limitations as then existed, and effective as of the merger, upon the terms, conditions, restrictions, reservations, and limitations as hereinafter set forth. Except where variances permitted by law appear in this Amended and Restated Declaration, or in the attached Amended and Restated Articles of Incorporation or By-Laws, or in lawful amendments to any of them, the provisions of the Condominium Act, as presently constituted, or as it exists at the time of the merger of a condominium into this consolidated condominium, including the definitions therein contained, are adopted and included herein by express reference.

D. All provisions of this Amended and Restated Declaration shall be construed to be perpetual covenants running with the lands and with every part thereof and interest therein, and every condominium parcel owner and claimant of the land or any part thereof or interest therein and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of this Amended and Restated Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits attained shall run with each condominium parcel as herein defined.

II. DEFINITIONS

The terms used in this Amended and Restated Declaration of Condominium, and in the Articles of Incorporation, the By-Laws and the Rules and Regulations of Greenbriar of Citrus Hills Owners' Association, Inc., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

A. Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

B. Association means GREENBRIAR OF CITRUS HILLS OWNERS' ASSOCIATION, INC., a Florida Corporation.

C. Board of Administration means the board of directors of Greenbriar of Citrus Hills Owners' Association, Inc., as it exists from time to time, which is responsible for administration of the condominium.

D. By-Laws means the by-laws of Greenbriar of Citrus Hills Owners' Association, Inc., as they exist from time to time.

E. Common Elements includes within its meaning the following:

1. The condominium property which is not included within the units.

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2. Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

3. An easement of support in every portion of a unit which contributes to the support of a building.

4. The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

5. Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

F. Common Surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

G. Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

H. Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

I. Condominium Property means the land, leaseholds and personal property that are subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

J. Declaration or declaration of condominium means the instrument or instruments by which the condominium is created, as they are from time to time amended.

K. Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium-parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agencies, or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

L. Limited Common Elements means those common elements which are reserved for the use of certain condominium unit or units to the exclusion of other units, as specified in the declaration of condominium, or as reflected within the plat of condominium relating to any condominium which is merged into this consolidated condominium.

M. Operation or "operation of the condominium" includes the administration and management of the condominium property.

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N. Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the declaration of condominium.

O. Unit Owner or "owner of a unit" means the owner of a condominium parcel.

P. Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached hereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

III. DEVELOPMENT PLANS

A. Improvements

1. The survey, site plan and graphic description of improvements to each condominium which becomes a part of this consolidated condominium, including their identification numbers, locations and dimensions, is attached as an exhibit to the respective Declarations of Condominium being merged into this consolidated condominium. The Declarations of Condominium containing these exhibits are more particularly described within Article I above. The building and unit numbers, locations and dimensions will remain as stated within the respective Declarations of Condominium of the condominiums being merged into this consolidated condominium, but shall hereafter be referred to as "Unit No. 1-A, within Building No. 1, of GREENBRIAR OF CITRUS HILLS CONSOLIDATED CONDOMINIUM". Each unit shall utilize the building number stated within the Declaration of Condominium which is being merged into this consolidated condominium where the building number is stated. Where a building number is not stated within a Declaration of Condominium being merged into this consolidated condominium, the building number shall be the same as the condominium number. By way of example, units within Greenbriar of Citrus Hills Condominium No. One, a condominium, would be depicted hereafter as being "Unit No. 1-A, within Building No. One, of Greenbriar of Citrus Hills Consolidated Condominium". Likewise, by way of example, units within Greenbriar of Citrus Hills Condominium Buildings Numbered Eight, Nine and Ten, a condominium, would be depicted hereafter as being "Unit No. 1-A, within Building No. Eight, of Greenbriar of Citrus Hills Consolidated Condominium" or "Unit No. 1-A, within Building No. Nine, of Greenbriar of Citrus Hills Consolidated Condominium" or "Unit No. 1-A, within Building No. Ten, of Greenbriar of Citrus Hills Consolidated Condominium", depending upon which building the unit is located in.

The surveys, site plans and graphic descriptions contained within the respective Declarations of Condominium of the condominiums being merged into this consolidated condominium, and the legend and notes described thereon, are incorporated herein as Exhibit "A", and made a part hereof by reference, specific information pertaining to which is attached hereto as Exhibit "A". Given the nature of this Amended and Restated Declaration, and its purpose in providing a vehicle for merging of condominiums into its terms, the property and related surveys and descriptions will expand effective as of the date of each condominium's merger into this consolidated condominium.

2. Where more than one (1) typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described within the original Declaration of Condominium may not reflect the interior plans of the combined units, but the exterior boundaries of the

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combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

B. Plot Plan

As referenced in Article I, Section C above, the survey and plot plan of the lands comprising the consolidated condominium, and the location of the improvements constructed thereon, are incorporated herein by reference to the Declarations of Condominium of the condominiums being merged into this consolidated condominium.

C. Unit Plans

As referenced in Article I, Section C above, the development plan of the condominium, including the specific legal descriptions of the improvements and each unit, is incorporated herein by reference to the Declarations of Condominium of the condominiums being merged into this consolidated condominium. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment, and/or condominium parcel by its identifying number corresponding to the original Declaration of Condominium for the condominiums being merged into this consolidated condominium, as amended by the language of Article I, Section C above, and each and every description shall be deemed good and sufficient for all purposes.

IV. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

A. Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.
2. Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

B. Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to the intersection with each other and with the upper and lower boundaries.

C. Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above

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the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements. In those units where attic or crawl space storage access is provided, a unit owner may use the space for storage at the unit owner's risk. Any damage to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

D. Entranceways

For all practical purposes, a unit shall include an entranceway which is labeled on the plot plan as a limited common element. Said entranceway shall be considered a limited common element despite its proximity to the interior of the unit. All lower boundaries of the entranceway shall be the same as set forth above. Maintenance of the finished floor of the entranceway shall be borne by the unit owner to which entranceway is appurtenant. Each entranceway is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property, including the entranceway, except as provided for herein.

V. OWNERSHIP

A. Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

B. Association Membership

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

C. Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be joint use of the common elements, and a joint mutual easement for that purpose is hereby created.

VI. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common

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elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

VII. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

The owner of each individual unit shall own in fee simple absolute an undivided proportionate interest in the common elements and common surplus. Each owner's interest in the common elements shall be an equal interest in proportion to the total number of all units. Each unit shall be treated equally without regard to square footage, size, or location of the unit. The percentage ownership of each unit owner in the common elements and common surplus is set forth on the attached Exhibit "B".

VIII. COMMON EXPENSE AND COMMON SURPLUS

The common expenses to be borne by each unit owner shall be a proportionate share of the costs of operating and managing those condominiums that are merged into this surviving condominium, as well as a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the percentage of the undivided share of the common elements to his unit as set forth in Exhibit "B" of the Declaration.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

IX. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

A. Units

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

1. All portions of the unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the apartment building and fixtures on its exterior (exclusive of the air-conditioning unit components), those portions of boundary walls not a part of unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

3. All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

2. By the Unit Owner. The responsibility of the unit owner shall be as follows:

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1. To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans; and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary services to his unit which may now or hereafter be situated in his unit.

2. To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

3. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sun decks or balconies.

4. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

5. Plumbing and electrical repairs to fixtures and equipment located within a unit (specifically including the air-conditioning unit components located outside of the unit boundaries) and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

6. Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

7. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

3. Alteration and Improvement. Neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, or do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all units in the building and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements

1. By the Association. The maintenance and operation of the limited common elements and common elements, including the repair, maintenance and replacement of landscaping and other

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improvements and facilities, shall be the responsibility of the Association as a common expense except as may be provided to the contrary herein.

2. Alteration and Improvement. There shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by not less than two-thirds (2/3) of the members of the Association, if the cost of same shall be a common expense which exceeds in cumulative expenditure for the calendar year, the sum of \$500.00. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work shall not be assessed against any institutional mortgagee, as defined herein, that acquires its title as the result of owning a mortgage upon a unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements, or in his share of the common expenses whether or not the unit owner contributes to the costs of such alteration or improvements.

3. Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required. Such amendment, when recorded in the public records of Citrus County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

4. Land Not Incorporated. Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record unit owners of not less than seventy-five percent (75%) of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

5. Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

C. Enforcement of Maintenance

In the event the owner of a unit fails to maintain a unit as required above, the Association, or any other unit owner, shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of this section, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

X. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Units

1. Each of the units shall be occupied only by an owner, or the owner's lessee or lessees, member of the owner's or lessee's family, servants or guests of an owner or lessee, as a residence and for no other purpose.
2. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.
3. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the apartment building without the prior written consent of the Board of Directors of the Association.
4. No clothesline or similar devices shall be allowed on any patios, sun decks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.
5. No owner shall make, allow or cause to be made, a structural addition or alteration of his unit or the common elements without the prior written consent of the Association.
6. Each unit owned by a corporation may be occupied only by persons approved by the Association in writing, and such approval shall be granted to carry out the use of the unit for residential purposes, and not temporary or transient tenancy. Corporately owned units shall be used as residences, not as vacation or hotel accommodations.

B. Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

C. Nuisances

No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to

exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

D. Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies have jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

E. Signs

No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval of the Association.

F. Rules and Regulations

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the Rules and Regulations as they exist at the time of the filing of this Amended and Restated Declaration is attached hereto as Exhibit "E".

XI. PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces.

A. Assignment of Parking Spaces

Each assigned parking space exists as a limited common element and is identified, described and located on composite Exhibit "A". Upon the assignment of such parking space in the limited common elements to a unit, the owners of such unit shall have the exclusive right to the use thereof without separate charge by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expenses made against a unit, as herein provided, it being the intent that the cost of maintenance and administration of limited common elements shall be included as part of the common expense applicable to all units for purposes of assessments. The assignment of parking spaces shall be at the sole discretion of the Association. Each unit shall be assigned a minimum of one (1) parking space. The Association reserves the right to assign more than one (1) parking space to a unit for consideration. Upon such assignment, an owner of a unit to whom such assignment is made shall have the exclusive right to use of such parking space and the parking space shall become an appurtenance to said unit, and upon the conveyance of, or passing of title to the unit to which parking space assignment is made, such interest in the limited common element (parking space) shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit; provided, however, in such cases where two (2) or more parking spaces are assigned to a unit, then the parking spaces in excess of the one (1) required parking space may be assigned to another unit in Greenbriar of Citrus Hills