

Consolidated Condominium. Each unit shall at all times have one (1) parking space assigned to it. The Association may designate any remaining unassigned parking spaces as Guest Parking Spaces (G). No Guest Parking Spaces may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium as provided in Paragraph 18.

B. Guest Parking Spaces

Guest Parking Spaces (designated with a "G") shall be a part of the common elements and shall be under the control and jurisdiction of the Association, except that no Guest Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium, as provided in Paragraph 18.

XII. EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

A. Utilities

As may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

B. Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

C. Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

D. Perpetual NonExclusive Easement in Common Elements

The common elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

E. Right of Entry into Private Dwelling in Emergencies

In case of any emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right to entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of such unit, if required by the Association, shall deposit under the control of the Association, a key to such unit.

F. Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit shall permit other owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

G. Easement for Unintentional and Non-Negligent Encroachment

In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

H. Air Space

An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

I. Easement or Encroachments

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

J. Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

K. Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto situated in and/or on common elements of the condominium but exclusively serving and individually owned by the owner of the unit, as

the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

XIII. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a nonprofit corporation known and designated as GREENBRIAR OF CITRUS HILLS OWNERS' ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Amended and Restated Declaration of Condominium, its By-Laws and Rules and Regulations promulgated by the Association from time to time.

A. Articles of Incorporation

A copy of the Articles of Incorporation of the Association existing at the time of recording of this Amended and Restated Declaration is attached hereto as Exhibit "C".

B. By-Laws

The copy of the By-Laws of the Association existing at the time of recording of this Amended and Restated Declaration is attached hereto as Exhibit "D".

C. Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners of persons.

D. Restraint Upon Assignment of Shares in Assets

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

E. Approval or Disapproval of Matters

Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

F. Membership

The record owners of all units in this condominium shall be members of the Association, and no other person or entities shall be entitled to membership. Membership shall be established

by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Citrus County, Florida, of a deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

G. Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

XIV. INSURANCE

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

A. Insurance Trustee

The Board of Directors of the Association shall have the option, in its discretion, of appointing an insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligating imposed upon such Trustee by this Declaration.

B. Authority to Purchase

All insurance policies upon the condominium Property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgage endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

C. Coverage

1. Casualty. All building and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance, if required.

2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

2. Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

3. Worker's Compensation. As shall be required to meet the requirements of law.

4. Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

D. Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

E. Insured

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustees.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

2. Units. Proceeds on account of units shall be held in the followings undivided shares:

1. Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

3. Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

F. Distribution of Proceeds

Proceeds of insurance policies received by the insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to unit owners and their mortgagees, the insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of the distribution.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

XV. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Elements. If the damaged improvements is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Apartment Building

1. Lesser Damage. If the damaged improvement is a part of the condominium building and if units to which fifty percent (50%) of the common elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Major Damage. If the damaged improvement is part of the condominium building and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association, made by the President and Secretary, to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withhold.

C. Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

D. Estimates of Costs

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

E. Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all unit owners in the case of damages to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damages to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such

assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

F. Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

G. Construction Funds

The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than FIVE THOUSAND DOLLARS (\$5,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessment and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

1. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner, shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

2. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than FIVE THOUSAND DOLLARS (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

3. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than FIVE THOUSAND DOLLARS (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

4. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except,

however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

5. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursement from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XVI. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

A. Share of the Common Expenses

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Exhibit "B" which is attached hereto. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

B. Non-Waiver

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

C. Interest, Application of Payments

Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. All payments upon account shall be first applied to any interest accrued by the Association, then to any late charges, then to any costs and attorneys' fees incurred in collection, and then to the assessment payment first due.

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D. Lien for Assessments

The Association shall have a lien on each condominium parcel for any unpaid assessments, together with the interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

Said lien shall be effective from and after the time of recording in the public records of Citrus County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien, only in the manner required by Section 718.116, Florida Statutes.

E. Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interest of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against said bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

F. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage, or unless the provisions of Section 718.116, Florida Statutes would otherwise make such acquirer liable for such common expenses or assessments. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of

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the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder; however, any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record, or as a result of a deed given in lieu of foreclosure of a first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

G. Assignment of Claim and Lien Rights

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to any unit owner or group of unit owners, or to any third party.

H. Unpaid Assessment - Certificate

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to this condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

XVII. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of this Amended and Restated Declaration of Condominium, the By-Laws of the Association, and Rules and Regulations adopted by the Association pursuant thereto, as they presently exist and as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

B. Costs and Attorneys' Fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

C. No Waiver of Rights

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

XVIII. AMENDMENT OF DECLARATION

Except as to permit the merger of condominiums contemplated by Article I hereof (which merger shall require no further unit owner or mortgagee consents other than those written consents attached to this Amended and Restated Declaration or to Certificates of Amendment relating solely thereto), this Declaration may be amended in the following manner:

A. Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. Resolution and Adoption

1. An amendment may be proposed by either the Board of Directors of the Association or by the members of the Association representing ten (10%) percent of the total voting interests of the condominium.

2. Approval of a proposed amendment shall require consent of not less than two-thirds (2/3rds) of the representative membership of the Association present, in person or by proxy, at a meeting called for such purpose at which a quorum has been attained.

C. Resolution and Adoption of Amendment for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment which does not materially adversely affect the property rights of the unit owners may be proposed by either the Board of Directors of the Association or by members of the Association representing ten (10%) percent of the total voting interests of the condominium, whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto. Approval of the proposed amendment shall require consent by not less than a majority of the representative membership present, in person or by proxy, at a meeting called for such purpose at which a quorum has been attained. Any amendment adopted pursuant to the provisions of this paragraph shall not materially adversely affect the property rights of unit owners.

D. Proviso

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's

share of the common expenses, except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair After Casualty", unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment.

E. Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Citrus County, Florida.

F. Amendments

The section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

XIX. TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

A. Destruction

In the event that it is determined in the manner elsewhere provided that the condominium buildings shall not be reconstructed, because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

B. Agreement

The condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a vote of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days after the date of such meeting, then the approving owners shall have a option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the units to be purchased, of an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

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2. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

C. Certificate

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Citrus County, Florida.

D. Shares of Owners After Termination

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

E. Amendments

This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

XX. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Amended and Restated Declaration of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Amended and Restated Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

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XXI. INTERPRETATION

The provisions of this Amended and Restated Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a consolidated condominium in accordance with the laws made and provided for same; i.e., Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the undersigned has caused the execution of this Amended and Restated Declaration of Condominium this 10th day of March, 2000, effective upon its recording as to those condominiums whose owners and mortgagees have joined in and consented to its recording by attachment of consents hereto, and to be effective upon recording of Amendments to its terms, as one or more condominiums described in these premises terminate and merge into the consolidated condominium created by this Amended and Restated Declaration according to applicable law.

WITNESSES:

GREENBRIAR OF CITRUS HILLS
OWNERS' ASSOCIATION, INC.

Phyllis M. Schulz
Signature of Witness #1

Phyllis M. Schulz
Printed Name of Witness #1

[Signature]
Signature of Witness #2

Michelle Maidlow
Printed Name of Witness #2

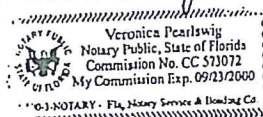
By Patricia A. Swanson
PATRICIA A. SWANSON
Print Name and Title PRESIDENT

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 10th day of March, 2000, by Patricia A. Swanson as President of GREENBRIAR OF CITRUS HILLS OWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of said corporation.

My Commission Expires: 9/23/2000

Veronica Pearlswig
Notary Public - State of Florida



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X ☐

EXHIBIT "A"

to.

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

The survey, site plan, and graphic descriptions of improvements to each condominium which becomes a part of this consolidated condominium, including their identification number, locations, and dimensions, each contained within the respective Declaration of Condominium of the condominium being merged into this consolidated condominium, and the condominium plats relating thereto, including the legend and notes described thereon, is incorporated herein by reference and made a part hereof as if fully set forth on this Exhibit "A", effective upon the date of merger. The Declarations of Condominium, and condominium plat book and page references relating thereto, shall include two (2) or more of the following:

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.

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, and as subsequently amended, with condominium plats relating thereto found in Condominium Plat Book 9, Pages 73-83, inclusive, aforesaid records.