

This Instrument Prepared by:
Erik F. Whynot, Esq.
Katzman Garfinkel
300 North Maitland Avenue
Maitland, Florida 32751
(407) 539-3900

**CERTIFICATE OF RECORDING AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF GREENBRIAR TWO, A CONDOMINIUM**

WHEREAS, GREENBRIAR TWO CONDOMINIUM ASSOCIATION, INC., is the Florida not-for-profit corporation required by the provisions of Florida Statutes §718 ("Association"), to operate and maintain the Association according to the Declaration of Condominium thereof, as recorded originally recorded at Official Records Book 687, Page 1199 et seq., of the Public Records of Citrus County, Florida, and was subsequently supplemented to annex the following additional phases to the development, all book and page references refer to the cited books and page number for the respective documents within the Official Records of Citrus County, Florida:

<u>Title</u>	<u>Date</u>	<u>Book/Page</u>
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase XIII	12/3/87	770/410
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase XII	12/3/87	762/1861
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase XI	7/29/87	748/0910
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase X	4/23/86	737/0699
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase IX	11/7/86	719/1273
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase VIII	10/9/86	716/1819
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase VII	6/20/86	705/0699
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase V and VI	3/18/86	695/1014

.and;

WHEREAS, the Association is required pursuant to §718.110, Florida Statutes to maintain copies of the Declaration of Condominium, Articles of Incorporation, By-Laws and amendments to these Documents (the "Governing Documents"), as recorded in the Citrus County Public Records, as part of the Association's Official Records, and;

WHEREAS, the attached Amended and Restated Declaration of Condominium of Greenbriar Two, a Condominium, accurately reflect all amendments and revisions to the document, and was duly adopted in accordance with the applicable provisions of the Original Declaration, and;

WHEREAS, the Association is desirous of recording the Amended and Restated Declaration of Condominium of Greenbriar Two, a Condominium, in order to have the most up to date language available in an easy to read format for prospective and current owners, and in order for this Amended and Restated Document to constitute Official Records in accordance with §718.111, Florida Statutes, and;

WHEREAS, contemporaneous with the filing and recording of the Amended and Restated Declaration attached hereto, the Association is also filing and recording duly approved and adopted amendments to both the Articles of Incorporation and Bylaws of Greenbriar Two Condominium Association, Inc., said amendments are specifically annexed and incorporated into the Amended and Restated Declaration pursuant to Article VIII of the original Bylaws that are attached to the Amended and Restated Declaration at Schedule 4, and;

WHEREAS, the Association's Board of Directors and Membership have approved with all requisite action this Amended and Restated Declaration of Condominium of Greenbriar Two, a Condominium, at a duly noticed meeting which occurred on April 7, 2015 and was conducted in accordance with the provisions of the Association's Governing Documents and Florida Statutes.

NOW, THEREFORE, the Association submits the attached Amended and Restated Declaration of Condominium of Greenbriar Two, a Condominium, for recording in the Official Records of Citrus County, Florida.

IN WITNESS WHEREOF, we have set our hands and seals this ____ day of _____, 2015.

WITNESSES

Sign: [Signature]
Print Name: Robert Bonomo
Sign: [Signature]
Print Name: William R. Cook

GREENBRIAR TWO CONDOMINIUM ASSOCIATION, INC.

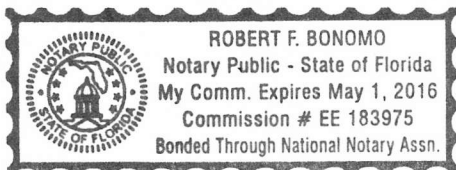
By: [Signature]
Print Name: SHEILA KESTRO
Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF CITRUS)

The foregoing instrument was acknowledged before me this 6th day of Nov., 2015 by Sheila Kestro as President of GREENBRIAR TWO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF FLORIDA

By: [Signature]
Print Name: _____
My Commission Expires: _____



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
GREENBRIAR TWO, A CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF GREENBRIAR TWO, A CONDOMINIUM, is made this 7th day of April, 2015 by GREENBRIAR TWO CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (hereinafter "Association").

R E C I T A L S

WHEREAS, the original Declaration of Condominium of Greenbriar Two, a Condominium ("Original Declaration") was recorded in Official Records Book 687, at Page 1199, in the Public Records of Citrus County, Florida.

WHEREAS, the Original Declaration was subsequently amended to add, annex, and incorporate additional phases into said Original Declaration and Greenbriar Two, a Condominium community development, to wit, the following documents have been recorded in the Official Records in the Public Records of Citrus County, Florida:

Title	Date	Book/Page
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase XIII	12/3/87	770/410
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase XII	12/3/87	762/1861
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase XI	7/29/87	748/0910
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase X	4/23/86	737/0699
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Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase VII	6/20/86	705/0699
Supplement to Declaration of Condominium, of Greenbriar Two, a Condominium Adding Phase V and VI	3/18/86	695/1014

WHEREAS, at a duly called and noticed meeting of the Membership of the Association held and conducted in accordance with the Association's Condominium Documents and Florida

law, the Declaration was amended pursuant to the respective provisions of the Condominium Documents and Florida law;

WHEREAS, the amendments set forth herein do not materially affect a unit owner's share of the common elements, nor impair, nor prejudice the rights and priorities of mortgagees;

WHEREAS, the Association hereby amends substantial portions of the Original Declaration and intends the following Amended and Restated Declaration to fully replace the Original Declaration in its entirety.

NOW, THEREFORE, the undersigned authority hereby certifies that the following amendments set forth below are a true and correct copy of the amendments as approved by the Association's Membership in accordance with the Association's Condominium Documents, as well as, Florida law, and by these presents hereby adopt the following as the Amended and Restated Declaration of Condominium of GREENBRIAR TWO, A CONDOMINIUM:

I. NAME

The name of this condominium is to be Greenbriar Two, a Condominium.

II. LEGAL DESCRIPTION OF THE LAND SUBMITTED TO CONDOMINIUM

The legal description of the land submitted hereby to condominium ownership is set forth on Schedule I and Schedule A attached hereto.

III. EFFECT OF THIS DECLARATION

All of the above stated recitals are true and correct and all provisions of this Declaration shall be construed to be perpetual covenants running with the land and every condominium unit owner, and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act, as amended from time to time, or as otherwise provided herein.

IV. DEFINITIONS

The terms used in this Declaration and in the schedules hereto shall have the meanings stated in the Condominium Act on the date this Amended and Restated Declaration is recorded, as amended from time to time and as otherwise defined herein.

V. THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.1 Each unit in the condominium is identified on the condominium plats in Schedule I and Schedule A attached hereto. The upper and lower boundaries of the unit shall be the horizontal planes of the undecorated, finished floor and ceiling (on two story units the planes of the undecorated, unfinished ground floor and second story ceiling), respectively, extending to an intersection with the perimetrical boundaries. The perimetrical boundaries of a 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. 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 and 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.

5.2 The common elements shall include:

A. The condominium property which is not included within the units described in Schedule 1 and Schedule A attached hereto;

B. The condominium property which is not included within the units in subsequent phases, if subsequent phases are submitted to condominium ownership;

C. The following easements from each unit owner to each other unit owner in the condominium and to the Association;

(1) Easements through the common elements for ingress and egress.

(2) An easement of support in every portion of a unit which contributes to the support of the condominium building.

(3) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, mains, conduits, wire, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

(4) An easement through any unit, and common elements, for maintenance, repair and replacement of any unit and common elements. Access to units shall only be during reasonable hours, except that access may be had at any time in case of emergency.

D. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.

E. All personal property owned by the Association or by the unit owners collectively.

F. A non-exclusive easement for water and sewer service over, across and upon the area shown on Schedule 1 and Schedule A attached hereto and identified as the Water and Sewer Facility. The easement shall run with the land and shall terminate upon termination of the condominium.

5.3 All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth herein. Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized occupants and visitors of the unit. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration and the Articles, Bylaws and rules and regulations of the Association as all may be amended from time to time.

5.4 The limited common elements shall consist of numbered parking spaces, entryway areas, and attic crawlspace areas, all as shown on Schedule 1 and Schedule A attached hereto. Use of the limited common elements shall be subject to the control of the Association. The Developer shall initially assign exclusive use rights to the limited common elements to unit purchasers. Thereafter, such use rights shall

be appurtenant to the unit. A unit owner to which such assignment is made shall have the exclusive right to use such parking space, and the right to use the parking space shall become an appurtenance to said unit, and shall inure to the benefit of the transferee upon the conveyance of, or passing of title to, the unit. If two (2) or more parking spaces are assigned to a unit, then the unit owner may assign the use rights of the parking spaces in excess of the one (1) required parking space to another unit in the condominium. Each unit shall at all times have one (1) parking space assigned to it. 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.

VI. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS

The undivided share of each unit in the common elements and common surplus is set forth on Schedule 2.

VII. PHASE DEVELOPMENT

7.1 The share of the common elements appurtenant to each unit in the first and each possible subsequent phase are set forth in Schedule 2.

7.2 Proposed Phase X of the condominium includes recreation facilities consisting of a swimming pool, shown on Schedule 1 hereto.

7.3 Each unit owner in the initial phase and in each subsequent phase which is submitted will be a member of the Association and will have one vote. There shall be no memberships or vote in connection with any unit in any phase not submitted to the condominium.

7.4 There will be no timeshare estates created in connection with any unit in any phase of the condominium.

VIII. ASSOCIATION

8.1 Prior to the date of the recording of this Declaration there will be or has been created, under the laws of the State of Florida, Greenbriar Two Condominium Association, Inc., a corporation not for profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws, as all may be amended from time to time. Copies of the Articles of Incorporation and Bylaws of the Association are attached hereto as Schedules 3 and 4, respectively.

8.2 Each unit owner in the initial phase and in any subsequent phase which is added shall, automatically, become and remain a member of the Association as long as he owns the unit. Upon termination of his interest, the unit owner's membership shall thereupon terminate, and membership shall transfer and inure to the successor unit owner. Voting rights of unit owners shall be as set forth in the Articles of Incorporation.

IX. COMMON EXPENSES

9.1 Each unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration, and operation of the common elements (including the limited common elements), and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements as set forth herein. Payment thereof

shall be in such installments and at such times as may be provided in the Bylaws. In the event of the failure of a unit owner to pay his proportionate share when due, the amount thereof shall constitute a lien on his unit, as provided by the Condominium Act and as said Act may be amended from time to time.

9.2 The proportionate share of the common expenses attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit.

9.3 If the board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense.

X. MAINTENANCE, REPAIRS AND REPLACEMENTS

10.1 Each unit owner shall furnish his unit at his own expense and be responsible for all of the maintenance, repairs and replacements within his own unit, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas or electricity to the unit shall be furnished by the Association as part of the common expense. Maintenance, repairs and replacements of the common elements shall be furnished by the Association as part of the common expense. The Association may provide in its rules and regulations for ordinary maintenance and minor repairs and replacements to be furnished to units by Association personnel at the common expense.

10.2 If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the rules and regulations of the Association.

10.3 To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repair or replacement of the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.

10.4 Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his unit.

XI. ALTERATIONS AND IMPROVEMENTS

Neither a unit owner nor the Association shall make any alteration of or improvement to the common elements, without first obtaining approval in writing of the Board of Directors of the Association.

XII. USE RESTRICTIONS

12.1 Occupancy, use and ownership of the condominium shall be in accordance with the following restrictions:

A. Each of the units shall be occupied only by an owner, by members of his family, or by his servants and guests, or lessees, as a residence and or no other purpose.

B. No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Association.

C. Each unit owned by a corporation, partnership, trust or estate shall be used only for residential purposes.

D. The Association may make, and amend from time to time, reasonable rules and regulations concerning the use of the condominium property.

XIII. INSURANCE AND RECONSTRUCTION

13.1 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 elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration.

13.2 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 mortgagee 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. 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.

13.3 Coverage.

A. 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 floor disaster insurance; and (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.

B. 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.

C. Workmen's Compensation. As shall be required to meet the requirements of law.

D. Other 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.

13.4 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be a common expense.

13.5 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.

13.6 Liability of Trustee. The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal of sufficiency of the policies, nor for the renewal of 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.

13.7 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.

13.8 Units. Proceeds on account of units shall be held in the following undivided shares:

A. 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.

B. 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.

C. 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.

13.9 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:

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

B. 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.

C. Failure to Reconstruct or Repairs. 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.

D. 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.

E. 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.

XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY

14.1 Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

A. Lesser damage. If one-third (1/3) or more of the units are tenantable after the casualty (as determined by the board of Directors of the Association), the damaged property shall be reconstructed and repaired.

B. Major damage. If less than one-third (1/3) of the units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined at a meeting of unit owners in the condominium which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such unit owners, and a majority of such unit owners shall constitute a quorum for said meeting. If the reconstruction and repair is approved at the meeting by the owners of 20 or more of the units, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated in the same manner as provided in this Declaration for termination by agreement, except that no further consent or vote of unit owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that at least 80% of the unit owners and all of the mortgagees have consented to such termination.

14.2 Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided herein.

14.3 Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and 66% of the unit owners.

14.4 Assessments; determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense.

14.5 Disbursement of funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

A. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be common surplus, shall be owned by the unit owners and their mortgagees as their interests appear and shall be distributed to the unit owners and their mortgagees by joint check.

B. Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed \$3,000, the funds shall be disbursed in payment of these costs. If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed \$3,000, the funds shall be disbursed in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

(2) If there is a balance of insurance proceeds after payment of costs of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units, The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

14.6 Benefit of Mortgagees. Certain provisions in this section are for the benefit of mortgagees of condominium units, and may be enforced by any such mortgagee and shall not be amended without the consent of all banks, savings and loan associations, mortgage companies, life insurance companies or other mortgagees holding first mortgages on units.

XV. LIABILITY FOR COMMON EXPENSES

15.1 Each unit owner shall be liable for a share of the common expenses proportionate to the ownership share of the common elements as set forth in Schedule 2. 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 therefore. 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.

15.2 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 interest and then to the assessment payment first due.

15.3 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. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such 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.

15.4 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 as amended from time to time. 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 the event a unit owner remains in possession during foreclosure, he 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.

15.5 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. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of 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.

15.6 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.

15.7 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.

XVI. AMENDMENT OF DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

16.1 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.

16.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or Prior to the meeting. Except as elsewhere provided, such approvals must be either by: (a) Not less than sixty-six Percent (66%) of the votes of the entire membership of the Board of Directors and by not less than sixty-six percent (66%) of the votes of the membership of the Association polling at any meeting duly called; or (b) No less than eighty percent (80%) of the votes of the entire membership of the Association.

16.3 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.

16.4 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.

XVII. TERMINATION

17.1 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 building 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 meeting 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 an option to buy all of the units of other owners for the period ending on the sixtieth (60th) day from the date 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.

(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 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.

17.2 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.

17.3 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.

XVIII. CONDEMNATION

18.1 Deposit of awards with Association. The taking of condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association, even though the awards may be payable to unit owners. If a unit owner fails to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

18.2 Determination whether to continue condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

18.3 Disbursement of funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for distribution of insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

18.4 Unit reduced but tenable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenable, the award for the taking of a Portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

A. Restoration of unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

B. Distribution of surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

C. Adjustment of shares in common elements. If the floor area of the unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

18.5 Unit made Un-tenantable. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

A. Payment of award. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and the mortgagees.

B. Addition to common elements. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the Board of Directors of the Association: provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approval in the manner elsewhere required for further improvements of the common elements.

C. Adjustment of shares in common elements. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as Percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining Portion of the unit for use as a Part of the common elements, the additional funds required for those Purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

E. Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two 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 upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

18.6 Taking of common elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors of the Association; Provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approval in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be Paid jointly to the owner and mortgagees of the unit.

18.7 Amendment of Declaration. The changes in units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all directors of the Association.

XIX. RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything in this Declaration to the contrary:

19.1 The prior written approval of all first mortgagees must be obtained for termination of the condominium, partition or subdivision of any unit, or any change in the undivided share in the common elements appurtenant to any unit.

19.2 The lien for delinquent and unpaid assessments described in this Declaration shall be subordinate to the lien of a first mortgage on any unit.

19.3 The Association shall furnish notice to the first mortgagee of a default in the Payment of assessments by the unit owner not cured within thirty (30) days.

19.4 Each first mortgagee shall have the rights on reasonable notice to inspect the books and records of the Association and to required such reports as are reasonably necessary to ascertain the financial status of the condominium.

19.5 Each person or party holding a first mortgage on more than 20 units must consent to any amendment to this declaration, in writing, before the amendment is effective.

XX. SEVERABILITY AND INVALIDITY

20.1 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 the 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.

20.2 In the event any court shall hereafter determine that any Provisions of this 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, and for such Purpose measuring lives shall be those of the incorporators of the Association.