

15-188

AMENDMENT TO RESTRICTIONS RECORDED IN OFFICIAL RECORDS  
BOOK 674, PAGES 1415-1423, OF THE PUBLIC RECORDS OF  
CITRUS COUNTY, FLORIDA

WHEREAS, Celina Hills Associates, a Florida general partnership is the Developer of Celina Hills subdivision, which properties are duly platted of record in Citrus County, Florida;

WHEREAS, Celina Hills Associates has previously caused to be recorded restrictions in the public records in Citrus County in OR Book 674, Pages 1415-1423, inclusive, and Amendments to said restrictions recorded in OR Book 705, Pages 1801-1802; OR Book 803, Pages 253, et seq.; OR Book 860, Pages 590, et seq.; and

WHEREAS, Celina Hills Associates, the Declarant herein, desires to amend Section 13 (j), as amended, relating to maintenance assessments in order to clarify any possible misunderstanding as to Declarant's priority over Association assessments and liens; and,

WHEREAS, Celina Hills Associates, the Declarant herein, does hold title to substantially more than fifty percent (50%) of the lots as required by Section 12, as amended, in the Declaration of Covenants, Restrictions and Easements for Celina Hills Associates.

NOW THEREFORE, Celina Hills Associates, by and through its managing partners, Samuel A. Tamposi, Jr. and Q. Peter Nash, does hereby amend Section 13 (j) to read as follows:

(j). Subordination of the Lien to Mortgages. The lien of the Assessment provided for in this Section 13 shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments, and shall be subordinate to the Declarant's position as mortgagee by virtue of Declarant's land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage. An institutional lender is defined as a State or Federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee, including the Declarant (who is in a mortgagee position by virtue of its land sales transactions by (a) agreement for deed, (b) mortgage deed, and (c) deed, note and mortgage), that has acquired title by deed in lieu of foreclosure, cancellation or other termination of interest, and all persons claiming by through or under such purchaser or mortgagee shall hold title subject only to the liability and lien of any assessment becoming due after such foreclosure, conveyance in lieu of foreclosure, cancellation or other termination of interest. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provision of this Section 13 (j), shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.


In all other respects the restrictions are confirmed by the Declarant, Celina Hills Associates.

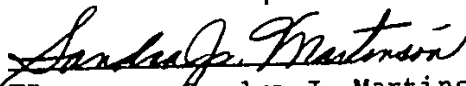
IN WITNESS WHEREOF, Celina Hills Associates, a Florida general partnership, has hereunto said its hand this 26TH day of May, 1993.

Celina Hills Associates,  
a Florida general partnership

By: 

Q. Peter Nash,  
Managing General Partner

  
Witness name: Sharon L. Poliquin  
City, State: Nashua, NH

  
Witness name: Sandra J. Martinson  
City, State: Nashua, NH

STATE OF NH  
COUNTY OF Hillsborough

Before me personally appeared Q. Peter Nash, Managing General Partner, Celina Hills Associates, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26 day of May, 1993

  
Notary Public name: SHARON L. POLIQUIN, Notary Public  
My commission expires: September 18, 1995

Kelly J. Cote  
Witness name: Kelly J. Cote  
City, State: Nashua, NH

Jeffrey C. Knight  
Witness name: Jeffrey C. Knight  
City, State: Nashua, NH

STATE OF New Hampshire  
COUNTY OF Hillsborough

By: Samuel A. Tamposi, Jr.  
Managing General Partner

Before me personally appeared Samuel A. Tamposi, Jr., Managing General Partner, Celina Hills Associates, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25 day of MAY, 1993

Kelly J. Cote  
Notary Public name: KELLY J. COTE, Notary Public  
My commission expires: March 11, 1997

This instrument prepared by: Eric D. Abel, 2450 N. Citrus Hills Blvd., Hernando, FL 34442

FILED & RECORDED  
CITRUS COUNTY, FLORIDA  
BETTY STRIFLER, CLERK  
768144  
93 JUN 23 PM 2 42  
VERIFIED BY:  
[Signature] D.C.

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