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Return to:
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7510 Ridge Road
Fort Myers, Florida 34688

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Prepared by:
Jason L. Campbell
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Rept: 22/118 Rec: 24.00
DST: 2.00 IT: 2.00
05/19/99 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
05/19/99 03:05 PM 1 of 5
CR BK 4154 PG 1052

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**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ANNEXING SOUTHERN OAKS UNIT FOUR**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS, is made as of May 12, 1999, by DEMETREE-
PASCO PROPERTIES, INC., a Florida corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer has heretofore executed that certain Declaration of Covenants,
Conditions and Restrictions (hereinafter referred to sometimes as the "Declaration") for
SOUTHERN OAKS, UNIT ONE, a subdivision of Pasco County, Florida, which Declaration
is recorded in Official Records Book 1790, page 888, Public Records of Pasco County, Florida,
and which Declaration provides for the annexation of additional lands; and

WHEREAS, Developer has heretofore executed a First Amendment to Declaration of
Covenants, Conditions and Restrictions Annexing Southern Oaks, Unit Two as recorded in
Official Records Book 1837, Page 1190, Public Records of Pasco County, Florida; and

WHEREAS, Developer has heretofore executed a Second Amendment to Declaration
of Covenants, Conditions and Restrictions Annexing Southern Oaks, Unit Three-A, as
recorded in Official Records Book 3674, Page 399, Public Records of Pasco County, Florida;
and

WHEREAS, Developer has heretofore executed a Third Amendment to Declaration of
Covenants, Conditions and Restrictions Annexing Southern Oaks, Unit Three-B, as recorded
in Official Records Book 3849, Page 1072, Public Records of Pasco County, Florida; and

WHEREAS, it is specifically set forth in said Declaration that the annexation of
additional land may be accomplished by an Amendment or Amendments to said Declaration;
and

WHEREAS, Developer desires to annex land platted as SOUTHERN OAKS UNIT
FOUR, according to the plat thereof recorded in Plat Book 37, Pages 43 through 47, inclusive,
Public Records of Pasco County, Florida. Said land is included within the property described

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in Exhibit "A" to the original Declaration and referenced in Article X of the same which provides, among other things, that the Developer may, at its sole option and without the consent of any other members, annex the land plat as Southern Oaks Unit Four.

NOW, THEREFORE, in consideration of the foregoing, and for the purposes of protecting and enhancing the value, attractiveness and desirability of the above described property, Developer hereby declares that the real property described hereinabove as SOUTHERN OAKS UNIT FOUR shall be and hereby is annexed, and hereafter shall be held, sold and conveyed, subject to said Declaration of Covenants, Conditions and Restrictions, as amended from time to time, as provided for in said Declaration, and in the Articles of Incorporation and By-Laws of SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation.

As a part of the requirements of platting of SOUTHERN OAKS UNIT FOUR, and other phases of SOUTHERN OAKS, the property described on said Plat as Tracts "X", "T", "Z", "AA", "AB" and "S", designated on said Plat as a Drainage Easement; Tracts "W", "Y", and "V" designated on said Plat as a Conservation Easement; Tract "U", designated on said Plat as a Utility Easement; and Tract "BB", designated on said Plat as an Ingress/Egress Easement; shall be transferred to the SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC. (the "Association") by deed (which shall be recorded contemporaneously herewith), and the Association shall maintain the same, in accordance with the original Declaration of Covenants, Conditions and Restrictions referenced above and all amendments thereto, and in accordance with the laws, rules and regulations of all governmental agencies having jurisdiction thereof.

The Association, by virtue of this Amendment and by acceptance of the referenced deed, agrees to maintain in perpetuity all of said easement areas referenced above in accordance with the original Declaration of Covenants, Conditions and Restrictions referenced above and all amendments thereto, and in accordance with the laws, rules, and regulations of the appropriate governmental agencies having jurisdiction thereof, including but not limited to Pasco County, Florida, and the Southwest Florida Water Management District, specifically under permit number 402878.14 dated October 20, 1998. Any amendment hereof or to the documents referenced herein which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District. It is the Developer's intent that by virtue of this Amendment and by the Association's acceptance of the referenced deed, that the Association shall, and does hereby agree to, properly maintain and keep in good repair, the above-referenced easement areas for the purposes for which the same were created, and that the Association shall adopt such rules and regulations restricting the use of the same.

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IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal as of the
1994 day of May, 1999.

Signed, sealed and delivered
in our presence as witnesses:

Print Name: Harris Dunn

Print Name: Gloria Richardson

DEMETREE-PASCO PROPERTIES, INC.,
a Florida corporation

By: J. C. Demetree, Jr.
As President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of May, 1999, by J. C. Demetree, Jr., as President of Demetree-Pasco Properties, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced as identification.

Notary Public, State of Florida

Print Name: MAGIAN K. ALLEN

Commission Expires:

Serial No.:



Marion E. Allen.
LAWYER & COUNSELORS
JULY 22 2001
COURT OF COMMONS

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CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FIRST UNION NATIONAL BANK, a national banking association, successor by merger to FIRST UNION NATIONAL BANK OF FLORIDA ("Lender"), the owner and holder of that certain Mortgage and Security Agreement dated September 2, 1988, and recorded in Official Records Book 1739, page 1857, together with related instruments recorded in Official Records Book 1836, page 1890; Official Records Book 1843, page 1154; Official Records Book 1873, page 480; Official Records Book 1875, page 250; Official Records Book 2068, page 1545; Official Records Book 3325, page 1204; Official Records Book 3540, page 152; and Official Records Book 3713, page 1276, all of the public records of Pasco County, Florida, hereby consents to and joins in the foregoing **FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ANNEXING SOUTHERN OAKS UNIT FOUR**, and agrees that Lender's interest as mortgagee in the property constituting **SOUTHERN OAKS UNIT FOUR** is and shall be subject to the terms thereof.

[Signature on next page]

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IN WITNESS WHEREOF, the undersigned has executed this Consent and Joinder this
14th day of May, 1999.

WITNESSES:

H. M. Wilson
Printed: H. M. Wilson

Marie M. Tuttle
Printed: Marie M. Tuttle

FIRST UNION NATIONAL BANK

By Nick V. Christopolis
Nick V. Christopolis
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 14th day of May, 1999, by Nick V. Christopolis, as Vice President of First Union National Bank, a national banking association, on behalf of the association. He is (X) personally known to me or () has produced a Florida Driver's License as identification.

Marie M. Tuttle
Notary Public, State of Florida
Printed Name: Marie M. Tuttle
My commission expires:
Serial No.:

(Notarial Seal)



Marie M. Tuttle
MY COMMISSION & CERTIFICATE EXPIRES
August 14, 2002
SOCIETY OF NOTARY PUBLICS, INC.