

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Daniel N. Martin / lpw
Daniel N. Martin, P.A.
Post Office Box 786
New Port Richey, Florida 34656-0786

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS ANNEXING SOUTHERN OAKS UNIT THREE-A

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, made and entered into this ____ day of ____
____, 1996, by DEMETREE PASCO PROPERTIES, INC., a Florida
corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, DEMETREE PASCO PROPERTIES, INC. has heretofore
executed that certain Declaration of Covenants, Conditions and
Restrictions (hereinafter referred to as "Declaration") for
SOUTHERN OAKS, UNIT ONE, a subdivision of Pasco County, Florida,
which Declaration is recorded in O.R. 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 O.R. Book 1837, page 1190,
Public Records of Pasco County, Florida; and

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

WHEREAS, the Developer wishes to annex land platted as SOUTHERN OAKS UNIT THREE-A, according to plat thereof recorded in Plat Book _____, Pages _____ through _____, inclusive, Public Records of Pasco County, Florida.

NOW, THEREFORE, in consideration of the foregoing, 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 THREE-A shall be annexed, 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 not-for-profit Florida corporation.

As a part of the requirements of platting of SOUTHERN OAKS UNIT THREE-A, and other phases of SOUTHERN OAKS, the property described on the plat as Tract "G" as designated on said Plat as Drainage Easement is required for drainage purposes and Tract "H" as designated on said Plat as Conservation Easement. Said Tracts "G" and "H" shall be transferred to the Association and the SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., shall maintain same, in accordance with that certain Second Addendum to Maintenance Agreement, a copy of which is attached hereto as

Exhibit "A" and in accordance with the rules and regulations of all governmental agencies having jurisdiction thereof.

Association by virtue of this Agreement and by acceptance of the referenced Deed does hereby agree to perpetually maintain said easement areas in accordance herewith 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 permit number 402878.04 dated July 23, 1991 and extended by a letter dated June 16, 1994. Any amendment of these documents 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 intent hereof that by acceptance hereof and of the referenced deed, the Association shall properly maintain and keep in good repair, such 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 same by the owner(s) of Lot(s) in the Subdivision. Developer does hereby reserve the right to use Tracts "G" and/or "H" for drainage, retention and/or conservation areas for such land or lands that may be, in the future, annexed hereto.

IN WITNESS WHEREOF, the undersigned, being the Developer
herein, has hereunto set its hand and seal this _____ day of
_____, 1996.

Signed, Sealed and Delivered
in the Presence of:

DEMETREE PASCO PROPERTIES, INC.,
a Florida corporation

By:

Christopher C. Demetree,
Vice President

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1996, by Christopher C. Demetree,
as Vice President of DEMETREE PASCO PROPERTIES, INC., a Florida
corporation, on behalf of the corporation. He is personally known
to me and did not take an oath.

Printed Name of Notary:

My Commission Expires:

JOINDER OF THE ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the President of SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., hereby consents to and joins in on the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions annexing SOUTHERN OAKS UNIT THREE-A.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 1996.

SOUTHERN OAKS OF PASCO
HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation

By: _____

STATE OF FLORIDA)
COUNTY OF PASCO).

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____ as _____ President of SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, who is personally known to me or produced _____ as identification.

Printed Name of Notary:

My Commission Expires:

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