

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration covering SOUTHERN OAKS, UNIT ONE, a subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 27, Pages 66 thru 73, of the Public Records of Pasco County, Florida, together with any and all additional subdivisions which may be annexed from time to time by the Developer as provided for hereinafter.

WHEREAS, DEMETREE-PASCO PROPERTIES, INC., a Florida corporation (hereinafter referred to as "Developer") owns lands lying and being situate in Pasco County, Florida, as described on Exhibit "A" attached hereto and made a part hereof. Said real property is hereinafter referred to as the "Lands". From time to time, the Developer may annex other property, at which time the Lands or other such property shall be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, in addition to the Lands, in the event other property is annexed by the Developer, and becomes part of the Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Developer hereby declares that all of the platted real property described above as Southern Oaks, Unit One and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

ARTICLE I
Definitions

SECTION 1. "Association" shall mean and refer to the record owner of SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or residential unit, as hereinafter defined, which is a part of the hereinabove-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation or the Developer.

SECTION 3. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to entrance amenities and Buffer Easements and any and all improvements constructed thereon, for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot shall include the Tracts described on the above referenced Plat as Tracts, A, B, C, D, E, F, G, H and J. The Common Areas shall further include easements granted to the Association for purposes of maintenance and shall specifically include those easements shown on the above

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referenced Plat as Buffer Easements. Any easements granted to the Association for maintenance, upkeep and repair, wherein such easement lies within a Lot(s) as herein defined shall be for the sole purpose of such grant and no Owner other than the fee simple Owner of such Lot(s) shall have the right to use and enjoyment thereof. The maintenance responsibility of the Association shall further include the entrance features of the subdivision located within the Buffer Easements imposed upon Lots 10 and 11, Southern Oaks, Unit One.

"Common Area" shall further include those areas or tracts designated for the use and benefit of the Subdivision for facilities, including but not limited to drainage retention, that are further designated for a similar use by another Subdivision or Subdivisions.

Additional parcels may be added to the Common Area from time to time by the inclusion of other specifically described parcels of real property as provided for hereinafter.

SECTION 4. "Developer" shall mean and refer to DEMETREE-PASCO PROPERTIES, Inc., a Florida corporation, its successors and assigns, provided that Developer indicates in its deed or instrument of conveyance that it is the intent of the Developer to convey its rights as Developer pursuant to these covenants, conditions and restrictions to such transferee entity as provided herein. DEMETREE-PASCO PROPERTIES, INC., shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assignee.

SECTION 5. "Lot" shall mean and refer to any residential lot as shown on the recorded subdivision plat as referred to above with the exception of the Common Areas.

SECTION 6. "Unit" or "Dwelling" shall mean any residential structure located on a residential lot.

SECTION 7. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 8. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 9. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and conservation areas, entrance features and mitigation requirements pursuant to any rules, regulations and permits of the Southwest Florida Water Management District, and the buildings, roads, landscaping, lighting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. Maintenance shall specifically include the maintenance responsibility imposed by Permit Number 40D-4-511462073 (17-25-E08012) of the Southwest Florida Water Management District, as well as any maintenance contracts entered into pursuant thereto. The Lot Owners of all lots abutting wet detention ponds, in accordance with said Southwest Florida Water Management District Permit, shall not remove native vegetation (including cattails) that become established with the wet detention pond abutting such Lot Owners' property. "Removal" includes dredging, the application of herbicide and cutting. The Association, in operating and maintaining said areas in accordance with said permit, shall comply with the provisions thereof, including, but not limited to, keeping structures, if any, free of any obstructions. If determined to be necessary by

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the Association through its Board of Directors, Maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth. A portion of the maintenance responsibility is as set forth in that certain Maintenance Agreement, a copy of which is attached hereto as Exhibit "B" and is incorporated herein and made a part hereof.

ARTICLE II Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a residential lot or unit shall have a right and easement of enjoyment in and to the Common Areas, except as otherwise provided herein, which shall be appurtenant to and shall pass with the title to said residential lot or unit, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use the facilities by an Owner for reasons including, but not limited to:

(1) any period during which any assessment against any lots or unit remain unpaid; or

(2) for a period not to exceed (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

The use and enjoyment of the common areas may be limited, restricted or prohibited by the Association as may be appropriate or necessary in order for the Association to properly maintain said area(s).

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by the Developer in the event the Developer owns any property within the Subdivision and two-thirds (2/3rd) of all the votes of the owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed. Furthermore, as long as Class "B" membership exists, such dedication or transfer shall require approval of the Federal Housing Administration/Veterans Administration.

SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plat or by separate instrument recorded in the Public Records of Pasco County, Florida. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities

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or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, for which a public authority or utility company is responsible or the drainage and conservation easements to be maintained by the Association as required by governmental rules, regulations and requirements.

B. Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to Developer, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

SECTION 3. No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or other person or entity acquiring any interest in the subdivision or any part hereof, seek judicial partition thereof.

ARTICLE III

Membership In-Association: Voting Rights

SECTION 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot then owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Developer, its successors and assigns, and shall be entitled to nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

A. When seventy-five percent (75%) of the Lots are deeded to homeowners, or

B. on January 1, 1995.

As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

SECTION 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., as the

same may be amended from time to time; provided, however, until such time as Developer ceases to own any property in the Subdivision or any property annexed hereto, any action regarding the Common Area must be approved by the Developer.

ARTICLE IV
Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The owner, for each lot owned hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) general assessments or charges, which may be levied annually, semi-annually or quarterly as determined by the Board of Directors, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association who own property and reside in the subdivision; and

B. Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association through its Board of Directors, the cleaning of, and debris removal from the dedicated areas.

The Board of Directors are hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general assessment, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

1. electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon;

2. maintenance of the grounds for the Common Area, dedicated areas and any area or areas wherein, including, but not limited to installation and maintenance of sprinkler system, sod, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a lot and in the Common Area and the rights-of-way outside the Common

Area including but not limited to any main entrance-way(s) to said subdivision. Maintenance shall further include construction and installation of improvements approved by the Association other than such construction and installation required of Developer in accordance with Developer's plan of development approved by Pasco County, Florida;

3. carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for the purpose of determining the annual assessments;

4. trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;

5. maintenance of drainage and conservation area(s) and facilities therein or thereon in accordance with that certain maintenance agreement, a copy of which is attached hereto as Exhibit "B";

6. any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;

7. there shall be no reserves for replacement; however, upon a proper vote as set forth in the By-laws, at a meeting duly called the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association;

8. any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association; and

9. maintenance of street lighting including but not limited to the payment of electric utility service obligations.

SECTION 3. Special Assessments for Capital Improvements.

In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent not less than of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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SECTION 4. Maximum General Assessment.

A. Until January 1, 1990, the maximum yearly assessment shall be One Hundred Twenty and no/100 and no/100 Dollars (\$120.00) per lot.

B. From and after January 1, 1990, the maximum general assessment may be increased each year not more than Fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1, 1990, the maximum general assessment may be increased above Fifteen percent (15%) only by a vote of not less than two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

D. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum required for maintaining Common Area.

E. Notwithstanding anything to the contrary stated herein, the Developer shall be excused from the payment of assessments for current operating expenses and reserves.

SECTION 5. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association by and through its Board of Directors shall have the right and power to contract with a maintenance company or another homeowners' association formed for similar purposes to carry out the obligations in regard to the maintenance as set forth hereinabove.

SECTION 6. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 8.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or the Developer or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure loan when the primary security for the same is the single lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special assessments as provided for herein; provided, however, this provision as to payment of assessments shall not apply to the Developer. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Budget. The Association subject to the maximum general assessments provided for herein, shall assess the members annually or semi-annually or quarterly through its Board of Directors a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will

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instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Developer in a budget approved by the first Board of Directors and based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association. Each lot owner's share for the first one (1) years' budgets of the Association and/or any special assessment levied by the Association shall be no greater than the ratio of one (1) to the total number of lots platted as of the day of assessment(s) of said budget and/or special assessment and the Developer shall guarantee payment of actual costs in excess thereof to the Association until January 1, 1990. Except for this guarantee, Developer shall not be required to pay general and/or special assessments on a per lot basis; provided however, that Developer may, in Developer's sole discretion, extend such guarantee from year to year. Furthermore, said Board shall provide for the repayment of any advancements by the Developer for any improvements, repairs or maintenance as provided in the By-Laws of the Association.

ARTICLE V
Exterior Maintenance

SECTION 1. Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the wilful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject. The Association may enter upon the lot when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth hereinabove.

ARTICLE VI
Use Restrictions

SECTION 1. The Subdivision shall be occupied and used only as follows:

A. No more than one (1) dwelling shall be placed on any lot herein.

B. Lots, except as hereinafter set forth, shall be used for residential purposes only.

C. No business of any kind will be permitted on any of said lots, except personal services where the business conducted on the premises is limited to conferences only. This restriction shall not apply to model homes or sales offices maintained in connection therewith.

D. The Developer reserves the right to nullify restrictions on any lots which are to be used for a community purpose, well site, or other public or quasi public purpose.

E. All buildings shall be reasonably maintained and shall be kept painted or plastered to maintain a nice appearance of the subdivision.

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F. All property owners are required to keep their property clean, mowed when weeds are high, and free of all unsightly structures or debris. The Developer, or its assigns, shall have the right at any time to clean up any lots so that this restriction is complied with and make a reasonable charge for such services to the owners, and if the owner refuses to pay, to file a lien therefor, pursuant to the mechanic's lien law of the State of Florida.

G. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed in the rear of the premises and not displayed in the front of any lot or parcel, unless buried, except on regular days for the collection of trash, garbage and rubbish, as may be provided by any sanitary service.

H. No fences shall be erected or maintained on any lot or lots which shall be in excess of six feet (6') in height, as well as hedges or shrubbery, which shall not exceed an average height of six feet (6'). Said fences to conform and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects to be of pleasing appearance.

I. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

J. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding or any portion of same shall be parked or used on any lot any time as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the above described lots except temporary buildings used during the construction and promotion of houses and sales of the lots hereinabove described.

K. No trucks, trailers, recreational vehicles, including motor homes and campers, commercial vehicles, or boats shall be allowed to be parked on the street or on any of these lots either temporarily or permanently. The term "recreational vehicle" shall not include vans used for personal use. The term "truck" shall not include pick-up trucks up to 3/4 ton gross vehicle weight. Recreational vehicles may be parked for not more than seven (7) days in any calendar quarter.

L. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; provided however, that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of the lots hereinafter described.

M. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

N. All household pets must be kept on the owner's land or on leashes, the number of household pets to be no more than three (3).

O. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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P. No water well shall be drilled, maintained or used on this property, except a well to be used for irrigation purposes only; and not for use in the house, and said wells are not to be connected with the central water system.

Q. All grantees, heirs, successors, legal representatives, and assigns taking any lot or lots shall be subject to these covenants and charges.

R. If any covenants herein are breached by the owner, his assigns, tenants, or agents, the Developer, or its assigns, or other owners may bring such action as may be necessary to enforce these covenants; the losing party to pay all costs thereof, including all attorney fees.

S. The failure of any land owner to enforce any restrictions, condition, covenant or agreement herein contained, shall be in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

T. The owners shall be under no duty, either expressed or implied, to enforce the foregoing restrictions, but shall have the right to enforce said restrictions should they so elect.

U. The foregoing restrictions shall run with the land and are imposed on and intended to benefit and burden every parcel of land in said subdivision.

V. Where the word "Developer" is used herein, it is construed that same means Developer, or its lawful assignees, beneficiaries of a trust, or their assigns, heirs, personal representatives and assigns.

W. All grantees, heirs, successors, legal representatives or assigns taking any lot or lots shall purchase and take such lots subject to these covenants.

X. All homes constructed in the subdivision shall have the entire yard of the home sodded (except the area covered by the home, its improvements and landscaping) and there shall be no gravel yards whatsoever. The Developer shall approve all plans for the construction of homes prior to commencement of construction. All homes shall have a minimum of one thousand four hundred (1,400) square feet of living area, an attached two (2) car garage and no homes shall be constructed with carports.

Y. There shall be a minimum setback for all structures as follows:

1. There shall be a twenty foot (20') setback from the front lot line to the building or any supporting structures.

2. The side lot line setback shall be seven and one-half feet (7½') from any structure.

3. The setback from the rear of the lot shall be fifteen feet (15'), and in no case shall any structure be built on a utility or drainage easement; provided however, that such setback for any structure, including but not limited to swimming pools may be that as required by Pasco County.

4. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty feet (20') unless that side faces a street that other homes front on. Then, in that event, the side yard setback shall not be less than the front setback of the house next to it on that street.

In any event, all structures must meet the minimum setback requirements of the Pasco County Zoning Ordinance.

2. There shall be constructed in the front of each and every lot a sidewalk which shall meet the specifications outlined by the Developer. All doublefront lots shall have sidewalks on both the front and the rear of said lots, pursuant to the Pasco County Regulations.

AA. No above-the-ground swimming pools shall be installed on any of the lots in said subdivision. No laundry shall be dried on any permanent clothes lines and temporary or portable clothes lines shall be removed and stored at least nightly and at any time when not in use.

BB. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2025, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3rd) of the then owners of the lots, it is agreed that it is to the best interests of the subdivision that changes be made, in which cases, such changes shall be evidenced by an amendment hereto and recorded in the Public Records of Pasco County, Florida.

ARTICLE VII Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VIII Owners' Obligation to Rebuild

If all or any portion of a residential unit is damage or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE IX General Provisions

SECTION 1. Enforcement. The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to litigation, for trial or appeal. Failure by the Association, Developer, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Utility Impact Fees. Each owner shall be responsible for the payment of all impact or connection fees

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imposed by any public or quasi-public entity including but not limited to Pasco County and the electric utility company having jurisdiction thereof.

ARTICLE X
Annexation

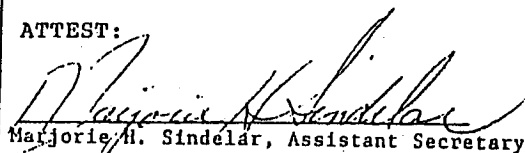
Additional property, including Common Area may be annexed to the Properties with the consent of two-thirds (2/3rd) of each class of members; provided however, Developer may, at Developer's sole option, annex any or all of the additional property described on Exhibit "A", provided that such property shall be developed in accordance with Developer's plan of development heretofore approved by Pasco County, Florida. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

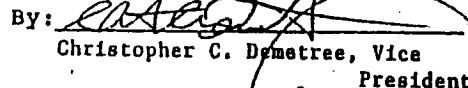
Any such additional properties shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the public record of Pasco County, Florida, from time to time.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 7th day of March, 1989.

DEMETREE-PASCO PROPERTIES,
INC., a Florida corporation

ATTEST:


Marjorie H. Sindelar, Assistant Secretary

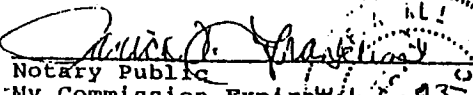
By: 
Christopher C. Demetree, Vice
President

Corporate
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STATE OF FLORIDA)
COUNTY OF PASCO)

I HEREBY CERTIFY that on this 7th day of March, 1989, before me personally appeared Christopher C. Demetree and Marjorie H. Sindelar known to me to be the persons who executed the foregoing instrument as President and Secretary, respectively, of DEMETREE-PASCO PROPERTIES, INC., a Florida corporation, and each severally acknowledged the execution of such instrument as officers for and on behalf of and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation; and that the seal affixed thereto is the true and genuine corporate seal of said corporation and was affixed thereunto by said officers.

WITNESS my hand and official seal at New Port Richey, Pasco County, Florida.


Notary Public

My Commission Expires 1-2-93

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 6, 1993
BONDED THRU GENERAL INS. UND.

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S AT LAW
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HEY, FLORIDA
0766
2-4439

DESCRIPTION OF

SOUTHERN OAKS "WEST"

A portion of South 1/2 of Section 7, Township 26 South, Range 17 East, Pasco County, Florida AND a portion of the North 1/2 of Section 18, Township 26 South, Range 17 East, Pasco County, Florida; AND ALSO a portion of the Southwest 1/4 of said Section 18, all being further described as follows:

Commence at the Southwest corner of said Section 7, the same being the Northwest corner of said Section 18 for a POINT OF BEGINNING; thence along the West boundary line of the South 1/2 of said Section 7, North 00°34'21" East, a distance of 2645.73 feet to the Northwest corner of the South 1/2 of said Section 7; thence along the North boundary line of the South 1/2 of said Section 7, South 88°22'16" East, a distance of 1191.57 feet; thence South 19°55'39" East, a distance of 1202.91 feet; thence 417.34 feet along the arc of a curve to the right, said curve having a radius of 1200.00 feet and a chord of 415.24 feet which bears South 09°57'51" East; thence South 00°00'03" East, a distance of 2148.55 feet; thence South 18°30'03" East, a distance of 902.72 feet; thence South 25°29'57" West, a distance of 1060.00 feet; thence South 85°29'57" West, a distance of 1050.00 feet; thence North 89°57'47" West, a distance of 499.88 feet to a point on the West boundary line of the Southwest 1/4 of said Section 18; thence along the West boundary line of the Southwest 1/4 of said Section 18, North 00°19'48" East, a distance of 330.00 feet to the Northwest corner of the Southwest 1/4 of said Section 18, the same being the Southwest corner of the North 1/2 of said Section 18; thence along the West boundary line of the North 1/2 of said Section 18, North 00°19'48" East, a distance of 2641.64 feet to the POINT OF BEGINNING.

This legal description is based on an assumed bearing of North 00°34'21" East for the West boundary line of the South 1/2 of Section 7, Township 26 South, Range 17 East, Pasco County, Florida.

EXHIBIT "A"

MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 1989, by and between DEMETREE-PASCO PROPERTIES, INC., a Florida corporation (hereinafter referred to as "Developer"), and SOUTHERN OAKS OF PASCO HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation (hereinafter referred to as "Association").

W I T N E S S E T H:

WHEREAS, Developer is developing and subdividing a parcel of property in Pasco County, Florida, according to the plat thereof recorded in Plat Book 27, Pages 66 thru 73, of the Public Records of Pasco County, Florida (known as Southern Oaks, Unit One), and which subdivision may, in the future, contain additional properties at the option of the Developer; and

WHEREAS, as part of the development, and as a requirement of Pasco County, Florida, and/or Southwest Florida Water Management District, the Developer is providing drainage, conservation, and other easement areas or property as set forth on the above-referenced plat; and

WHEREAS, the Association has assumed the burden of maintenance, repair, upkeep and replacement of certain common area facilities; and

WHEREAS, the parties are desirous of entering into this Agreement to further provide for the maintenance responsibilities of the Association, over, through, under and across the buffer, drainage and conservation areas, together with certain other areas as shown on said Plat and as further provided in a Declaration of Covenants, Conditions and Restrictions of said subdivision; and

WHEREAS, the Association acknowledges that certain such area(s) have been designated for drainage and conservation for mitigation.

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ATTORNEY
AT LAW
TALLAHASSEE
FLORIDA

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. The parties acknowledge that Developer has heretofore executed or shall hereafter execute an easement to the Association over, under, through and across those certain areas within Southern Oaks, Unit One, designated as Buffer Easements. Furthermore, Developer has heretofore executed or shall hereafter execute a Deed to the Association Tracts, A, B, C, D, E, F, G, H and J, Southern Oaks, Unit One, according to the Plat thereof as recorded in Plat Book 27, Pages 66 thru 73, Public Records of Pasco County, Florida.

2. Association by virtue of this Agreement and by acceptance of the referenced Easements and Deed does hereby agree to perpetually maintain said 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 mitigation and maintenance responsibilities imposed by Permit Number 40D-4=511462073(17-25=E08012) of the Southwest Florida Water Management District. It is the intent hereof that by acceptance hereof and of the referenced easements and Deed, the Association shall properly maintain and keep in good repair such 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 as may be from time to time deemed appropriate or required by the Association.

3. Nothing contained herein shall be deemed to create or allow the use and enjoyment of said easement areas by any person, firm, corporation or other entity other than that which is necessary by the Association for the purposes intended, and the fee simple owner(s) of the easement areas shall have the full right of use and enjoyment thereof, subject only to the limitations imposed upon such owner(s) as referenced herein.

4. This Agreement shall be perpetual in nature.

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LAW
FLORIDA

and remain in full force and effect so long as the appropriate governmental agency or agencies having jurisdiction over the subject matter hereof, shall require the use of said areas for drainage and/or conservation.

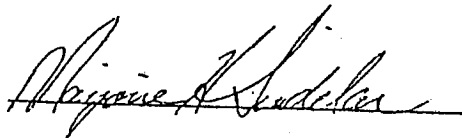
5. This Agreement and the obligations of the Association may be assigned only to the governmental agency or agencies having jurisdiction over the subject matter hereof, and only in the event of such agency or agencies specifically agreeing to assure the obligation of Association as set forth herein.

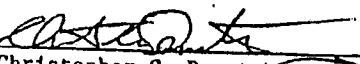
6. Association hereby acknowledges that the right and obligation of maintenance provided herein shall be subject to the rights of Pasco County, Florida, for the use of such area or areas for authorized utility purposes.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

WITNESSES:

DEMETREE-PASCO PROPERTIES,
INC., a Florida corporation

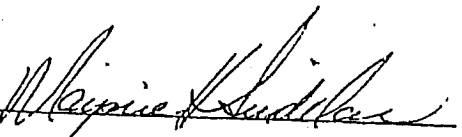


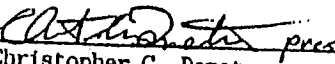
BY: 
Christopher C. Demetree,
Vice President


(As to "Developer")

Corporate
Seal

SOUTHERN OAKS OF PASCO
HOMEOWNERS' ASSOCIATION,
INC., a not-for-profit
Florida corporation



BY: 
Christopher C. Demetree,
President

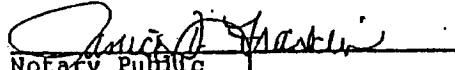

(As to "Association")

CORPORATE
Seal

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, personally appeared Christopher C. Demetree,
as Vice President of DEMETREE-PASCO PROPERTIES,
INC., a Florida corporation, to me well known and known to me to
be the person described in and who executed the foregoing
instrument for the purposes expressed therein.

WITNESS my hand and official seal this 7th day of
March, 1989.

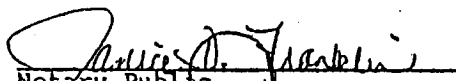

Notary Public
My Commission Expires: 1-6-93

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 6, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, personally appeared Christopher C. Demetree,
as President of SOUTHERN OAKS OF PASCO
HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida
corporation, to me well known and known to me to be the person
described in and who executed the foregoing instrument for the
purposes expressed therein.

WITNESS my hand and official seal this 7th day of
March, 1989.


Notary Public
My Commission Expires: 1-6-93

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 6, 1993
BONDED THRU GENERAL INS. UND. R#26/G

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FLORIDA