

ADDENDUM TO MAINTENANCE AGREEMENT

THIS ADDENDUM, made and entered into this 22
day of August, 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, the parties hereto have on the 7th day of
March, 1989, entered into that certain Maintenance Agreement, a
copy of which was recorded in O.R. Book 1790, Pages 0901 through
0904, Public Records of Pasco County, Florida; and

WHEREAS, said Maintenance Agreement provided for
certain maintenance responsibilities of Association for SOUTHERN
OAKS, UNIT ONE; and

WHEREAS, Developer has filed its plat for SOUTHERN
OAKS, UNIT TWO, the same being recorded in Plat Book 28,
Pages 14 through 20, Public Records of Pasco County,
Florida; and

WHEREAS, in accordance with the Declaration of
Covenants, Conditions and Restrictions recorded in O.R. Book
1790, Pages 0888 through 0904, Public Records of Pasco County,
Florida, together with a First Amendment to said Declaration
recorded in the Public Records of Pasco County, Florida, Unit
Two of said subdivision has been annexed and Association is,
therefore, responsible for maintenance of certain areas of said
subdivision; and

WHEREAS, SOUTHERN OAKS, UNIT TWO, as recorded in Plat
Book 28, Pages 14 through 20, provides for certain
drainage and/or utility easements identified thereon as Tracts
"A" and "F" and conservation easements identified thereon as
Tracts "C", "D" and "E" and conservation easement "B".

TIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 766
PORT RICHEY, FLORIDA
34668-0766
(813) 842-8439

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

1. The parties acknowledge that Developer has heretofore executed, or is contemporaneously herewith executing, a Deed and Easement to the Association over, under, through and across those certain areas within SOUTHERN OAKS, UNIT TWO, designated on said plat thereof as drainage easements identified as Tracts "A" and "F", conservation easements identified as Tracts "C", "D" and "E", and conservation easement "B", subject to any easements or rights of the appropriate governmental agency having jurisdiction thereof and of the rights of the Developer to include said areas in the development of future units for such purposes.

2. Association, by virtue of this Agreement and by acceptance of said Deeds, does hereby agree to perpetually maintain said areas in accordance herewith and the laws, rules and regulations of the appropriate governmental agencies having jurisdiction thereof. It is the intent hereof that by acceptance hereof and the referenced Deed and easement, the Association shall properly maintain and keep in good repair, such areas for the purposes for which the same were created and the Association shall adopt such rules and regulations restricting the use of same by the owner(s) of the underlying fee simple title as may be from time to time deemed appropriate or required by the Association. Association does hereby further accept the responsibilities of any contract heretofore entered into by Developer for the purposes of maintenance and operation as required by the appropriate governmental agency(ies).

3. Nothing contained herein shall be deemed to create or allow the use and enjoyment of said areas by any person, firm, corporation or other entity other than that which is necessary by the Association for the purposes intended.

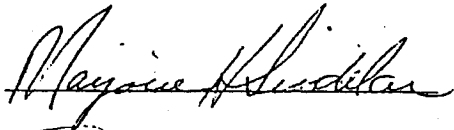
4. This Agreement shall be perpetual in nature and remain in full force and effect so long as the appropriate governmental agency or agencies having jurisdiction over the subject matter hereof, shall require the use of said areas for the purposes stated herein.

5. The terms and conditions contained in the above-referenced Maintenance Agreement are incorporated herein, ratified hereby and shall remain in full force and effect.

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

Signed, Sealed and Delivered
in the Presence of:

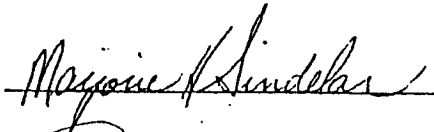
DEMETREE-PASCO PROPERTIES,
INC., a Florida corporation



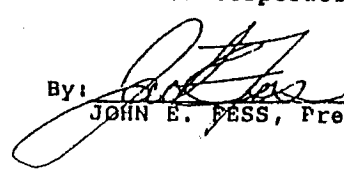
(As to "Developer")

By: 
Christopher C. Demetree, ^{VICE} President

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



(As to "Association")

By: 
JOHN E. FESS, President

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 22nd day of August, 1989.


Notary Public - Janice D. Franklin
My Commission Expires: 1-6-93

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

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, personally appeared JOHN E. FESS, 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.

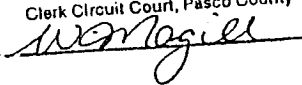
WITNESS my hand and official seal this 22nd day of August, 1989.


Notary Public - Janice D. Franklin
My Commission Expires: 1-6-93

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

G#13/SO

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County



SEP 1 5 46 PM '89

FILED FOR RECORD

CLERK OF CIRCUIT COURT PASCO COUNTY

5:55:05

IN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 704
AT RICHIEY, FLORIDA
34416-0704
(813) 843-8439