

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.

GURSKI
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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&
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.

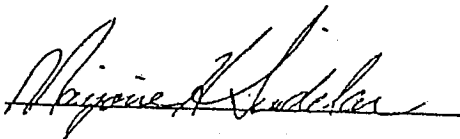
5. This Agreement and the obligations of the Association may be assigned only to the governmental agency or agencies having jurisdiction over the subject matter hereof, and only in the event of such agency or agencies specifically agreeing to assure the obligation of Association as set forth herein.

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.

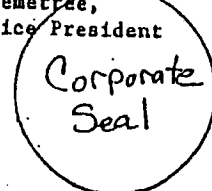
WITNESSES:

DEMETREE-PASCO PROPERTIES,
INC., a Florida corporation

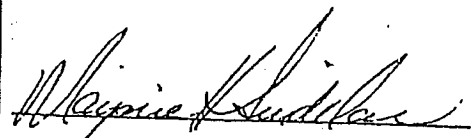


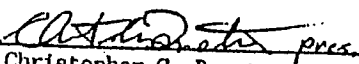
BY: 
Christopher C. Demetree,
Vice President


(As to "Developer")



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



BY:  *pres.*
Christopher C. Demetree,
President


(As to "Association")

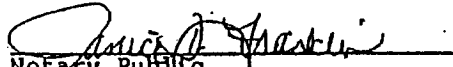


FIGURSKI
EYES AT LAW
BOX 186
CHIEF, FLORIDA
4-0766
143-8439

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