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4.50 R

\$232.50

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **PHASE I HOMES, INC.**, a Florida Corporation, and **INTERPHASE, INC.**, a Florida Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of a certain property or has been given consent to file this Declaration and make this Declaration applicable to the property described herein, in New Port Richey, County of Pasco, State of Florida, which is more particularly described:

RIVER SIDE VILLAGE UNIT 4, PHASE I, as described on Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to RIVER SIDE VILLAGE HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an

PREPARED BY AND RETURN TO:

Olson S Patterson, P.AJ
5403 Aloha Place
Holiday, Florida 34691

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obligation. Owner shall also be inclusive of those owners of record of lots who have executed separate consents giving consent to Developer to file this Declaration and make the same applicable to the property described above.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to those areas of land shown on the plat intended to be devoted to the common use and enjoyment of the owners of the property, in accordance with the terms of this Declaration. Common Area shall also include, but not be limited to drainage easement areas, detention and retention ponds, depicted on the plat that are within or without a residential lot or dedicated, as well as any additional property on the plat or site plan as the Developer may from time to time designate as common areas or as is presently dedicated on the plat or site plan for purposes other than for fee simple ownership by the owner of a lot.- The term shall also include the responsibility of maintenance for all common areas whether the same be located within lot of a fee simple owner or within the dedicated streets or rights of way. Grass and slope areas within dedicated street or right of ways may be maintained by the Association, at the option of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The term "unit" may be used interchangeably with the term "lot" and shall mean a lot and/or the improvement placed thereon. A lot or unit shall be subject to undivided ownership as specified in Section 2.

Section 6. "Declarant", "Developer" and "Subdivider" shall mean and refer to PHASE 1 HOMES, INC., and INTERPHASE, INC., its successors and assigns.

ARTICLE II
PROPERTY RIGHTS AND DUTIES

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and By-Laws of the Association;

(b) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area;

(c) The right of the Association to dedicate or transfer any or all part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rd of each class of stock.

(d) No owner shall have a right and easement of enjoyment in and to any Common Area which shall be located within a lot which is owned fee simple by an individual.

Section 2. Use. Any owner or Lessee may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Each Lot shall be used only for the purpose of single family residence. Single family shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying

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dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

Section 3. Easements.

(a) **Reciprocal Easements.** There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Areas adjacent thereto, or between adjacent Lots, or both, for utility easements, i.e., power, water, sewer, telephone, cable TV and similar services or utilities for lateral and subjacent support. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support shall be that reasonably necessary to effectuate the purposes thereof. Notwithstanding the foregoing, in no event shall there be an easement if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

(b) **Utility Easements.** Easements are reserved through the property as may be required for utility services in order to serve the property adequately. Said service and utility easement shall include the right of the developer, association or utility companies, including those who will furnish power, sewer, water, telephone, cable TV and similar services or utilities, to obtain access to and service utility lines and areas within the boundaries of a lot, so long as any damage is repaired. The Association and/or developer may convey utility lines, equipment and/or execute grants of easement to utility companies, servicing or providing utility services without joinder being required by any lot owner or holder of a mortgage encumbering a lot. The developer reserves the right to grant easements in its favor or its assigns to benefit adjacent properties.

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Section 4. Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence to rebuild or repair the damaged improvements in accordance with the terms and provision of the Declaration.

Section 5. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit, Access Ways, or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications that are approved in accord with the procedures delineated herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) 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 occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding of the Class B membership or

(b) January 15, 1990.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws, provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. Maintenance of Common Areas. The Association, subject to the rights of the Owners and the Developer, as set forth herein and in any other recorded restrictions, shall be responsible for the maintenance, management and control of the Common Areas and all improvements thereon, and shall keep the same in good, clean, substantial, attractive and sanitary condition, order and repair. Any lot or unit owner shall also be responsible for maintenance of any drainage easements located within his unit or lot.

Section 2. Maintenance of Lawn Areas. The Association shall maintain the Common area lawns. Individual Lots and the maintenance and cutting thereof, are the responsibility of the individual lot owner.

Section 3. Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any Lot, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 4. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties pertaining to the Land, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Land or the enforcement of this Declaration. The Association may arrange with others to furnish common services to each Lot.

Section 5. Personal Property for Common Use. The Association may acquire and hold real property, including a Lot, tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 6. Rules and Regulations. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Lots, the Access Ways and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. All amendments and changes require the assent of ninety (90%) per cent of both classes of owners of those voting at a meeting (Association).

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 8. Decorative Identification Sign. The Association's maintenance responsibilities shall extend to and include maintenance of a decorative identification sign and exterior of wall located at entrance of RIVER SIDE VILLAGE SUBDIVISION and forming part of boundary line of RIVER SIDE VILLAGE CONDOMINIUM, as described in O. R. Book 1440 and Pages 0629 through 0724 of the Public Records of Pasco, County, Florida, and the exterior lighting on said sign. The maintenance responsibilities shall be shared with the River Side Village Condominium Association, Inc. The Association shall also be responsible for maintenance of the grass and drainage areas within the Little Road right of way.

Section 9. General Liability Insurance. From the annual budget received from home owners, the Association shall obtain a general liability insurance policy in such amount as the Board of Directors of the Association shall from time to time determine adequate.

Section 10. Indemnity. Every director and officer of the Association and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses of liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement is being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner 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: (1) Annual assessments or charges, which may consist of a general assessment and a maintenance and reserve assessment as hereinafter defined; and (2) Specific assessments against any particular Lot which are established pursuant to the terms of this Declaration; and (3) all excise taxes, if any, which may be imposed on all or any portion of the foregoing

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by law. All such assessments, together with interest and all costs and expenses incident to collection of an assessment or enforcement of a lien, including reasonable attorney's fees, shall be a charge on or against Land and shall be a continuing lien upon the property against which each assessment is made from the Date of recording by the Association of a lien similar in format to that filed under the Mechanic's Lien Law. Foreclosure of the same shall be accomplished in the same manner as a mechanic's lien or mortgage lien foreclosure. Each such assessment together with interest and all costs and expenses of collection, including reasonable attorney's fees and appellate attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments were made. . 'The assessments shall pass to an Owner's successors in title and a successor in title shall be responsible for unpaid assessments unless the successor in title secures a certificate from the Association disclosing no assessments due against the Lot.

Section 2. Purpose of Assessments. Assessments while at a uniform rate shall not distinguish against Lot Owners based on size of lot or improvements thereon. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Land and for the improvement and maintenance of the Common Area, and such emergency repairs as the Association may deem necessary. To effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the Common Areas and all other general operations of the Association. The Initial Budget and Assessment is set out in Exhibit "B". The Association shall also be responsible for maintenance, repair and replacement of the drainage and retention areas described or shown on the plat of River Side Village Unit 4, Phase I and subsequent units added.

Section 3. Maximum Annual Assessment. Until June 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment to be paid shall be \$60.00 payable in monthly installments of \$5.00.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors of the Association each year not more than ten (10%) per cent above the maximum assessment for the previous year without vote at the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above ten (10%) per cent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Payment of monthly installments shall be due on the first day of each month.

(e) Failure to pay an installment shall upon five (5) days notice give the Association the right to accelerate the whole year's assessment, which amount shall be due and payable in full.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each

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class of members who are voting in person or by proxy at a meeting duly called for this purpose. This is not to preclude the passage of a special assessment in any succeeding year.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all lot owners or members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of lot owners or of proxies entitled to cast fifty (50%) percent of all the votes shall be required. The required quorum at the subsequent meeting shall be fifty (50%) percent of the lot owners. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots upon conveyance of the Common Area and be prorated from date of Lot closing. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments at the election of the Association may be collected on a monthly quarterly or yearly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association

setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) per cent per annum. The Association may, at its election, bring on action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly, quarterly or annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Foreclosures.

The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mechanic's liens or mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner

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shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees and appellate attorney's fees and those in bankruptcy proceedings and on appeal. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owners' title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purpose of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mechanics liens or mortgages on real property in the State of Florida.

Section 11. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 12. Developer's Responsibility for Assessments.

The Developer is excused from the payment of its share of the common expenses and assessments delineated herein in respect to those lots or units held by Developer and offered for sale. The Developer in being so excused does hereby guarantee to pay for initial common expenses as stated herein and incurred during a two (2) year period from date of filing hereof, and not produced by the assessments receivable from other Unit Owners and from other Association income from

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whatever sources, provided that the amount payable shall not exceed the assessment amount normally due. Said guarantee shall not be applied retroactively to claim assessments excused in the past. Said guarantee extends only to current expense and not to future anticipated expense or reserves. Any additional lots and/or units added or granted the right to use common areas by reason of amendment of this Declaration, or plat, or Articles of Incorporation, or By-Laws, or Declaration of Subdivision Restrictions, as described herein, shall be excused from payment of use assessments so long as owned by the developer or its successors or assigns, until the same are sold or leased by the developer, its successors or assigns to purchasers or lessees who purchase or lease individual lots for occupation purposes.

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails' to approve .or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve

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the Owner from the responsibility of obtaining proper governmental approvals and permits.

So long as Developer is a Class "B" member of the Association, any and all action of the Committee shall require the written approval of Developer, unless such approval is waived in writing by Developer or its authorized representative. This shall not affect Developer's rights to build out the project in accord with its own plans and specifications.

ARTICLE VII

MAINTENANCE OF EXTERIOR OF OWNERS PROPERTY

In the event an Owner of any Lot in the Properties shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agent and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which Lot is subject and the payment of the same is to be secured and enforced in the manner specified in Article V.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of these covenants, it shall be lawful for Developer, the Association or any person or persons owning any Lot:

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(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, their grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2 . Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order' shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument

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signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 5. Insurance. Each Lot owner shall maintain casualty insurance on the improvements on the lot, and after casualty or loss shall use said insurance proceeds to repair or replace the improvements strictly in accord with the improvements initially constructed by Developer on the Lot. Said insurance shall be in an amount sufficient to replace the improvements. Repair or reconstruction shall commence within thirty (30) days after loss, and shall be diligently processed to completion.

Section 6. Approvals. Wherever in the Covenants, the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violated any of the Covenants herein contained.

Section 7. Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from such person, firm or corporation as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part of any paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved

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by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 8. Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants in its sole discretion without joinder or consent being necessary by any Lot Owner and/or Mortgagee. This right of amendment includes the right of the Developer to add additional lands to this Declaration, or submit additional lands to the jurisdiction of the Association or to convey or grant to persons or entities other than the Developer and owning lots or property outside of the property described under this Declaration, the right to use common area or property including drainage areas. Such persons or entities need not own property contiguous to the property described herein. In any such event, a one time construction charge of \$10.00 Dollars per grantee or person or entity granted such rights of use shall be paid to the Association, provided that the failure to pay the same shall entitle the Association only the right to collect from said grantee or grantees said fee. In addition a use fee may be charged by the Association. The use fee must not be arbitrary, must be reasonably related to the usage being received and must not be used as a source of income or funding by the Association to replace in whole or substantial part the assessment required under this Declaration. The use assessment or charge shall be based upon actual use by the grantees aforesaid i.e. number of total units or lots using the common areas or drainage areas computed against the

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number of Lots or Units subject to this Declaration projected actual expenses of maintenance, repair and operation of the common area and drainage areas. The initial use assessment under this paragraph shall be equivalent to the use assessment then charged a Lot Owner subject to this Declaration who is granted a right to use common area or property including drainage areas. Said use fee may be increased in accord with the assessment provisions hereof. The grantees shall only be owners of Lots within a platted subdivision or owners of a Condominium or subdivision of land similar in format to this subdivision. The amendment of this Declaration by the Developer, its successors and/or assigns, to add members to the Association or annex or add additional lands to the Plat or Association's jurisdiction or adding additional lands subject to this Declaration shall be by Developer, its successors or assigns alone, without joinder of any lot owner or lot owner's mortgagee. Said amendment may be made by Developer, its successors or assigns as a power reserved to Developer, its successors and/or assigns by this Declaration for a period of not exceeding twenty (20) years, notwithstanding at the time of amendment, the developer, its successors or assigns own no lots or retain any Class B membership in the Association.

(b) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein.

Section 9. Additional Covenants. No property owner may impose any additional covenants or restrictions on any part of the Land shown on the Plat without following the procedures stated herein.

Section 10. Attorney's Fees. In any proceeding arising because of the alleged failure of a Lot Owner or the Association to comply with the requirements of this Declaration, Articles of Incorporation of RIVER SIDE VILLAGE HOMEOWNER'S ASSOCIATION, INC. and its By-Laws and Declaration

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of Subdivision Restrictions covering RIVER SIDE VILLAGE UNIT 4 PHASE I, a Subdivision of Pasco County, Florida, according to the Plat recorded in Plat Book 26, at Pages 16 through 17, of the Public Records of Pasco County, Florida, all being applicable to the Plat of the property recorded in the Office of the Clerk of the Circuit Court of Pasco County, Florida, and as the same may be amended from time to time as therein provided, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including appellate court representation as may be awarded by the Court.

Section 11. Incorporation by Reference. The aforesaid Articles of Incorporation of RIVER SIDE VILLAGE HOMEOWNER'S ASSOCIATION, INC., its By-Laws, and Declaration of Subdivision Restrictions covering RIVER SIDE VILLAGE UNIT 4 PHASE I, a subdivision of Pasco County, Florida, according to the Plat recorded in Plat Book 26, pages 16 through 17 of the Public Records of Pasco County, Florida, and as the same may be amended from time to time as therein provided, are incorporated herein by reference with all of the properties described above being subject to the same as if set forth at length.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19th day of February, 1988.

ATTEST:

Richard W. Baker
Secretary
RICHARD W. BAKER

"Declarant"
PHASE I HOMER, INC.

By: Stephen G. Matford
President
STEPHEN G. MATFORD

ATTEST:

Richard W. Baker
Secretary
RICHARD W. BAKER

"Declarant"
INTERPHASE, INC.

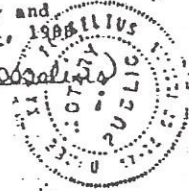
By: ROY M. SPEER
President
ROY M. SPEER

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared STEPHEN G. WATFORD and RICHARD W. BAKER, as President and Secretary respectively of PHASE I HOMES, INC., and they severally acknowledged executing these covenants, conditions and restrictions freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of February, 1988.

Robert Wayne Johnson
NOTARY PUBLIC



My Commission Expires:

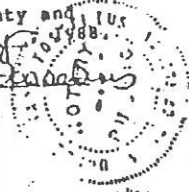
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. OCT 30, 1990
BOND \$2000 GENERAL INT. 500.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared ROY M. SPYER and RICHARD W. BAKER, as President and Secretary respectively of INTERPHASE, INC., and they severally acknowledged executing these covenants, conditions and restrictions freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of February, 1988.

Robert Wayne Johnson
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. OCT 30, 1990
BOND \$2000 GENERAL INT. 500.

LEGAL DESCRIPTION

A PORTION OF THE EAST 1/2 OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE RUN NORTH 00°20'24" EAST, 1520.75 FEET ALONG THE EAST BOUNDARY LINE OF SAID SECTION 13, THENCE RUN NORTH 89°43'41" WEST, 1312.64 FEET ALONG THE EAST EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF MAKONG DELTA DRIVE AS NOW ESTABLISHED TO THE POINT OF BEGINNING, THENCE RUN NORTH 89°43'41" WEST, 1306.09 FEET ALONG SAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF MAKONG DELTA DRIVE AS NOW ESTABLISHED TO THE EAST BOUNDARY LINE OF RIVERSIDE VILLAGE UNIT 2D AS SHOWN ON PLAT RECORDED IN PLAT BOOK 23, PAGES 104 AND 105 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE NORTH 00°40'50" EAST, 60.00 FEET ALONG SAID EAST BOUNDARY LINE OF RIVERSIDE VILLAGE UNIT 2D, THENCE SOUTH 89°43'41" EAST, 50.00 FEET ALONG THE EAST EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF MAKONG DELTA DRIVE AS NOW ESTABLISHED, THENCE NORTH 00°40'50" EAST, 860.00 FEET ALONG THE EAST BOUNDARY LINE OF RIVERSIDE VILLAGE UNIT 2D AND EAST BOUNDARY LINE OF RIVERSIDE VILLAGE UNIT 2C AS SHOWN ON PLAT RECORDED IN PLAT BOOK 23, PAGE 82 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, TO A POINT ON THE EAST EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF AMAZON DRIVE AS NOW ESTABLISHED, THENCE NORTH 89°43'41" WEST, 50.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF AMAZON DRIVE, THENCE NORTH 00°40'50" EAST, 80.00 FEET ALONG SAID EAST BOUNDARY LINE OF RIVERSIDE VILLAGE UNIT 2C, THENCE SOUTH 89°43'41" EAST, 50.00 FEET ALONG THE EAST EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF SAID AMAZON DRIVE, THENCE SOUTH 00°40'50" WEST, 10.00 FEET ALONG THE SOUTH EXTENSION OF THE EAST BOUNDARY LINE OF SAID RIVERSIDE VILLAGE UNIT 2C, THENCE SOUTH 89°43'41" EAST, 765.00 FEET, THENCE SOUTH 67°28'32" EAST, 388.57 FEET, THENCE SOUTH 41°39'18" EAST, 209.31 FEET, THENCE NORTH 80°14'17" EAST, 105.57 FEET, THENCE SOUTH 00°40'50" WEST, 363.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.8770 ACRES MORE OR LESS.

EXHIBIT "A"

O.R. 1683 PG 0988

RIVER SIDE VILLAGE UNIT 4, PHASE I
 HOMEOWNER'S ASSOCIATION, INC.

BUDGET

	Yearly	Monthly
Maintenance/Repair of Drainage and Retention Areas	\$ 300.00	\$ 25.00
Legal	350.00	29.17
Management	350.00	29.17
Insurance	500.00	41.67
Miscellaneous	275.00	22.91
Reserve Drainage and Retention Areas	25.00	2.08
	<u>\$1,800.00</u>	<u>\$150.00</u>

Assessments initially are \$5.00 per lot per month, \$60.00 yearly. Developer is excused from payment on unoccupied lots owned by Developer prior to sale to purchasers who purchase for occupation purposes.

FILED
 FEB 25 4 59 PM '88

430984

EXHIBIT "B"

200907 10 0507 02-25-88 2105
 11:40
 RECEIVED/INDEX
 01 00 40 1 97.00
 REC FOR TR FUND 1 42.50
 31 00 42 109.50
 CASH TOTAL 2 109.50

O.R. 1603 PB 0989

DECLARATION OF RESTRICTIONS COVERING RIVER SIDE VILLAGE UNIT 4 PHASE I, A SUBDIVISION OF PASCO COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF EXECUTED ON DECEMBER 10, 1987 AND RECORDED IN PLAT BOOK 26 , PAGES 16-17 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

DEFINITIONS

1. SUBDIVIDER, GRANTOR, and DEVELOPER shall each mean and refer to PHASE I HOMES, INC., a Florida Corporation and INTERPHASE, INC., a Florida Corporation.
2. GRANTEE or OWNER shall mean the person, firm or corporation (one or more) to whom the subdivider first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns and all persons, firms or corporations claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require. The same is also inclusive of Owners as described in Declaration of Covenants, Conditions and Restrictions applicable to the subdivision.
3. Subdivision means the land subdivided as shown on the plat of RIVER SIDE VILLAGE UNIT 4 PHASE I executed on December 10, 1987 and recorded in Plat Book 26, of pages 16-17, of the Public Records of Pasco County, Florida.
4. HOME or UNIT shall mean a single family home dwelling unit located on a lot.
5. LOT means the parcel of real property upon which the Home or Unit is located.

RESTRICTIONS THAT APPLY TO RIVER SIDE VILLAGE UNIT 4 PHASE I, A SUBDIVISION OF PASCO COUNTY, FLORIDA, EXECUTED ON DECEMBER 10, 1987 RECORDED IN PLAT BOOK 26, PAGES 16 THROUGH 17 , OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, ARE AS FOLLOWS:

1. All of the Subdivision shall be known and described as residential property and no more than one (1) detached, single-family dwelling may be constructed on any lot as shown in the subdivision, unless expressly approved by the Developer. Notwithstanding the foregoing, two or more lots may be combined under common ownership for the purpose of constructing one (1) single-family dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the plat or as reserved by the Paragraphs within.
2. No water well shall be drilled, maintained or used on this property, unless the same is approved in writing by the Developer, or its assigns, and then to be used for irrigation purposes only and not for *Jhse* in the house, and said wells are not to be connected with the central -water system.
3. All state, county and local regulations that are now and may in the future be in effect must be complied with.
4. No parking of house trailers, travel trailers, recreational vehicles, boats etc. shall be permitted at any time on the streets or on the lots in this subdivision.
5. No wall shall be constructed along the property line or within three (3) feet of any property line of any lot without the written consent of the Developer, or its assigns. Hedges and fences along property lines or within three (3) feet of a property line of a lot shall not exceed six (6) feet in height. All fences must be approved by the Developer, or its assigns before installation.

O.R. 1683 PG 0990

6. The Developer, or its assigns, specifically reserves a perpetual easement three (3) feet in width running along the front of all lots, a six (6) foot easement running along the rear of all lots, and a three (3) foot easement on all side lines of lots for utility purposes, drainage and water retention areas and courses, and for access to and from easement areas shown on the plat (such easements being in addition to any shown on the Plat), and perpetual easements for the installation and maintenance of utilities, drainage and water retention areas and courses are hereby reserved to the Developer in and to all utility easement and drainage easement areas shown on the Plat, and the Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this paragraph, nor as shown on the Plat, however, shall impose any obligation on the Developer to maintain such easement areas, or to install or maintain the drainage areas, water retention areas and Courses, utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas reserved pursuant to this paragraph, as well as the easement areas shown on the plat, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, the maintenance of drainage or water retention areas and courses, access, or which may change the direction or flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement areas of the lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

7. The Developer, or its assigns, shall have the right to install water laterals and water meters to service said lots and shall have the easements and right to repair, maintain or replace such laterals or meters at anytime without being liable for damages to said lot owners, it being the understanding that installation and repair of laterals and meters running from the shut-off valve at the water meter to dwelling or other water outlets shall become the obligation of such individual lot owner and not the liability of the Developer, or its assigns. The Developer, or its assigns, shall have the exclusive right to supply water to all lots and to the homes thereon which will entitle each lot owner the right to a reasonable use of the water. Rates for furnishing same shall be as set by the Public Service Commission of the State of Florida.

8. The Developer, or its assigns, in its sole discretion, shall approve all original or future building plans, exterior appearances, paint and fixtures.

9. All Buildings shall be constructed of masonry, frame or similar materials and the plans and specifications shall be first approved by the Developer, or its assigns, before construction shall begin.

O.R. 1683 PG 0991

10. All buildings shall be reasonably maintained and shall be kept in appropriate care to maintain a nice appearance of all the subdivision. Notice will be given to the owner of the existing condition and a reasonable time will be allowed to correct the existing condition. If the existing condition is not corrected within the time allowed, then the Developer, or its assigns, shall have the right, at any time, to take appropriate actions to place the building in a proper appearance so that this restriction is complied with, and to make a reasonable charge for such services to the owners, and if the owner refuses to pay, to file a lien therefor.

11. Nothing shall be placed on lands reserved for easements. In the event any structure or vegetation interferes with construction, maintenance or repair, the same may be removed without cost to the utility companies or Developer, or its assigns.

12. Burning of garbage is prohibited on lots.

13. These lots are to be kept clean, mowed when weeds are high and kept free of all unsightly structures or debris. Notice will be given to the Owner of the existing condition and a reasonable time will be allowed to correct the existing condition. If the existing condition is not corrected within the time allowed, then 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 to make a reasonable charge for such services to the owner, and if the owner refuses to pay, to file a lien therefor.

14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot, and provided further than no more than a total of two animals per household may be kept on any lot. All animals shall be on a leash when outside of the owner's lot.

15. The Developer, or its assigns, shall not be required to keep the streets in repair.

16. Clothes hanging devices exterior to a residence shall be permitted only if installed so as not to be visible from a road or street in the subdivision or bordering it.

17. No television receiving dish or similar device shall be erected or placed on any lot except in rear yards in a location not visible from a road or street in the subdivision or bordering it.

18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, all of which items shall be kept in sanitary containers, properly concealed from public view.

19. No above-ground pools shall be erected or placed on any lot. Notwithstanding the foregoing, jacuzzis or whirlpools which are enclosed, incorporated in a deck or patio, may be installed in rear yards in a location not visible from any street.

20. Every person, firm or corporation purchasing a lot in the subdivision recognizes that the Developer or his agent has the right to maintain homes open to the public for inspection seven days per week for such hours as are deemed necessary and practical until all of the lots have been sold.

O.R. 1683 PG 0992

21. No sign of any kind shall be displayed to the public view on any lot in the subdivision, except that there may be a maximum of one (1) sign not exceeding 36" x 24", advertising the property for sale or rent; also, such signs as are used by the Developer or builders to advertise property during the construction and sales period may be placed on such lots.

22. No noxious or offensive trade or activity shall be carried on within the subdivision, nor shall anything be done within the subdivision which may be or become an annoyance or nuisance.

23. If Developer or its assigns causes garbage collection service to be made available, the owner of each lot shall pay the Developer or its assigns the sum of Nine and 00/100 (\$9.00) Dollars per month, which amount is set as the minimum charge for said service. This initial minimum rate is subject to periodic adjustments of times determined by the Developer or its assigns, in its sole discretion, and the lot owner agrees to pay the same. The rate charged shall be uniform through the subdivision, Unit 4 Phase I.

24. If the Developer or its assigns, or agents, installs street lights, the owner of each lot shall pay Two and 00/100 (\$2.00) Dollars per month minimum toward the cost of street lights after lights are installed for the electrical power used. This initial minimum rate is subject to periodic adjustments, semi-annually, by the Developer or its assigns, in its sole discretion, and the lot owner agrees to pay the same. The rate charged shall be uniform through the Subdivision, Unit 4 Phase I.

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

26. If any covenants are breached by the lot owner, his assigns, tenants or agents, the Developer, or its assigns, or other lot owner, may bring such action as may be necessary to enforce these covenants and restrictions, with the losing party to pay all costs, including a reasonable attorney's fee, including costs and attorney's fees on appeal.

27. If any lot owner or persons in lawful possession in RIVER SIDE VILLAGE, UNIT 4 PHASE I shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real estate in said development of RIVER SIDE VILLAGE, UNIT 4 PHASE I to prosecute any proceeding at law or equity against the person or persons violating any such covenant, either to prevent him from so doing or to obtain such other relief which in the judgment of the Court seems proper.

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

29. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 25, 2018, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the owners of the lots, it is agreed that it is to the best interest of the subdivision that changes shall then be evidenced.

30. If any provision of this indenture or the application of such provisions to any person or circumstance shall be held invalid, the remainder of this indenture, or the application of provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

31. Where the word "Developers" is used herein, it is construed that the same means developer, developers or their lawful assignees, beneficiaries of a trust, or their assignees, heirs, personal representatives and assigns.

32. On any lot, no dwelling shall be built that has less than 1200 square feet of living space, measured by outside dimensions, exclusive of utility room, enclosed porch, garage, carport, etc. All dwellings shall be provided with a minimum of a two car garage.

33. In the event that the street lighting and garbage collection service charge herein referred to is not paid, the Developer or its assigns, shall have the right to file a lien against the lot, which shall be enforceable like a mechanic's lien in accord with the Statutes of the State of Florida.

34. All grantees, heirs, successors, legal representatives or assigns, taking any lot or lots, shall purchase and take said lots subject to these covenants and charges and specifically agree to pay to the Developer, or its assigns, or its agents, all fees for street lights, as set forth herein.

IN WITNESS WHEREOF, RIVER SIDE VILLAGE SUBDIVISION UNIT 4 PHASE I, a subdivision of Pasco County, Florida, according to the Plat thereof, executed on December 10, 1987 and recorded in Plat Book 26, pages 16 through 17 of the Public Records of Pasco County, Florida, this 19th day of February, 1988.

Richard W. Baker, Secretary
Secretary
RICHARD W. BAKER

Richard W. Baker, Secretary
Secretary
RICHARD W. BAKER

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing was acknowledged before me this 19th day of February, 1988, by STEPHEN G. WATFORD and RICHARD W. BAKER, President and Secretary respectively of PHASE I HOMES, INC., a Florida Corporation, on behalf of the Corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. DEC 20, 1990
DORIS TULLOCH, Notary, P.A.

PHASE I HOMES, INC., a
Florida Corporation

By: *Stephen G. Watford*
STEPHEN G. WATFORD, President
(Corporate Seal)

INTERPHASE, INC., a
Florida Corporation

By: *Richard W. Baker*
RICHARD W. BAKER, Secretary
(Corporate Seal)

Doris Tullloch
NOTARY PUBLIC

O. R. 1683 PG 0994

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing was acknowledged before me this 19th day of February, 1988, by ROY M. SPEER and RICHARD M. SPEER, President and Secretary respectively of INTERPHASE, INC., a Florida Corporation, on behalf of the Corporation.

Debra Kaye Douglas
NOTARY PUBLIC

My Commission Expires:

EXPIRES PUBLIC STATE OF FLORIDA
BY COMPLETION EXP. OCT 28, 1990
REVISED 1988 CHAPTER 100, § 100.

430985
FILED - IN RECORD
FEB 25 4 59 PM '88

200007 10 0527 02-25-88 2165
11:41
RECEIVED/INDEX
01 03 40 1 25.00
REC. M2 TR F047
01 06 42 1 3.50
10 CASH TOTAL 2 28.50

O.R. 1683 PG 0995