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Prepared by David S. Humbert, Attorney  
Cleveland, Tennessee

RESTRICTIONS ) FOR A VALUABLE CONSIDERATION, the receipt of  
                  : which is hereby acknowledged,  
KENSINGTON PARK ) DENNIS EPPERSON and wife, LYNDA M. EPPERSON  
SUBDIVISION      : of Bradley County, Tennessee, being the owner of land known  
as KENSINGTON PARK SUBDIVISION, a Plat of which is recorded in Plat Book 19 page 144, have  
divided said property into building lots and/or tracts, and in order to develop, protect and maintain a  
desirable community and high standards of property values therein for the benefit of all purchasers,  
owners, or holders of lots or tracts within said subdivision, the following special covenants and restrictive  
conditions to run with the land, whether or not they be mentioned or referred to in subsequent  
conveyances of said lots or tracts, or portions thereof; and all conveyances within said subdivision shall  
be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter  
provided for their violation or attempted violation as fully as if incorporated into and made a part of each  
conveyance in detail.

1. LAND USE. All lots or tracts shall be used for residential purposes only. There shall be no  
business of any kind located upon any lot or tract, nor shall any business of any kind be operated out of  
any home. At no time shall any lot or tract be used in whole or part as a street or right of way or for any  
utility easement connecting from said street within the subdivision with any land outside the subdivision,  
**EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE  
DEVELOPER, HIS HEIRS OR ASSIGNS. Once Construction Has Begun, It Shall Be Completed  
In Not More Than Twelve (12) Months, otherwise it shall be considered a nuisance with remedies as  
are specified in these Restrictions.**

2. ARCHITECTURAL CONTROL. No construction of any building shall begin until the plans  
and specifications and a plan showing the location of the structure shall have been approved by the  
developer or an architecture control committee, or of a then property owners committee, should such  
committee be created. **IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS  
IN THIS SUBDIVISION AGREE** that the architectural control committee may require any changes, not  
otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc.,  
with regard to the building. The committee shall not be unreasonable in its demands.

3. BUILDING TYPE AND LOCATION. No structure shall be erected or maintained on any lot  
or tract other than a detached single-family dwelling not to exceed two and one-half stories in height, and  
no more than one (1) residence shall be permitted upon any one lot or tract. All dwellings shall have at  
least a double car garage attached to the main dwelling.

All structures including garages and outbuildings shall be constructed of new materials, and  
unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a  
good condition at all times, and all structures must be approved as noted in Paragraph 2 above. The front  
of all dwellings shall be constructed of brick, natural stone, or stucco, unless otherwise approved in  
writing by the developer.

There shall be no dwellings or buildings erected of a geodetic dome design, or of any extremely  
unusual design without the express approval of the developer, his heirs and/or assigns. Any artificial or  
manmade stone must be approved by the developer. Seventy percent (70%) of all main roofs shall  
contain a pitch ratio of 7 to 12 or greater. All foundations shall be of brick or mountain stone unless  
otherwise approved by the architectural control committee. The use of wood windows shall be required  
unless waived by the architectural control committee. There shall be no metal, wire, or chain link fencing  
in front of any dwellings (either along the side or front boundaries) and all fences to the rear of the  
dwelling shall be of new materials and kept in good condition at all times. Satellite dishes over 18 inches  
in diameter are prohibited upon all Lots within said Subdivision. Satellite dishes shall be concealed from  
street view.

All roofs shall be constructed with dimensional shingles such as Timberline or similar materials. Outbuildings of similar material and construction may be built behind the main structure.

4. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be concrete with property crowing and drainage and shall be installed within two (2) months after the initial occupancy of the dwelling.

During construction property owners shall remove all debris in a timely manner and shall take all steps necessary to prevent soil and debris from washing on other lots or streets.

5. SIDEWALKS. Lots 1 through 35 shall be required to have a sidewalk constructed upon completion of construction. Said sidewalks shall begin four (4) feet from the curb and shall be a width of 4 feet and shall be constructed of concrete with proper crowning and drainage and constructed so as to connect to the sidewalk of the adjoining lots. No washed aggregate type concrete shall be permitted in 4-foot sidewalk area. The space between the sidewalk and the street shall be maintained in grass only, except at the base of the mailbox which may be landscaped. However, the developer is requiring each lot to have a saw tooth oak planted between the road and sidewalk to be planted by the developer.

6 SUBDIVISION OF LOTS OR TRACTS. No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than the minimum square footage in the City Zoning Laws. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for this provision. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the subdivision developer, shall be for the purpose of adding to an adjacent tract of land.

7. DWELLING SIZE.

A. The architectural control committee shall strive to maintain a minimum of 1,800 square feet of heated, improved area for a single-story home. However, the developer reserves the right to approve a lesser or different square footage at the sole discretion of the developer, assuming that the developer determines the plan as approved will not have any adverse affect upon the subdivision. This shall be within the sole discretion of the developer. The minimum square footage requirements for living area is 1,800 square feet for a single story dwelling; 2,100 square feet for a 1 ½ story dwelling with a minimum of 1,200 square feet on the main level; and 2,200 square feet for a 2 story dwelling with a minimum of 1,200 square feet on the main level. The footages are for heated and cooled space. These footages shall not include the attached garage, which shall be attached to the house and shall be a double car garage. In all provisions of this paragraph, the decisions shall be those of the developer and/or the architectural control committee, shall a committee have been designated and how this paragraph is written is not mandatory upon the committee

8. FRONT PORCHES. All front porch foundations shall be enclosed and shall be of either brick or mountain stone construction.

9. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot lines a utility and drainage easement of five (5) feet and ten (10) feet on all lot lines abutting the land adjacent to the subdivision; there is also imposed upon the lots a fifteen (15) foot utility easement along the street lines. ALL UTILITY WIRES FROM STREETS TO BUILDINGS UPON EACH LOT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable or otherwise from streets to any structure. Owners reserve the right, without liability, to remove trees along lot lines for installation of any type utility or sewer lines.

10. BUILDING SETBACK LINES. All structures shall be set back from the street a minimum of 25 feet. All structures shall be at least 20 feet from the rear lot lines and shall not interfere with the existing utility easements. All one-story structures shall be at least 10 feet from one interior lot line and at

east 3 feet from the remaining interior lot line. All two-story structures shall be at least 12 feet from one interior lot line and at least 3 feet from the remaining interior lot line. All structures shall be set back from all side streets a minimum of 25 feet.

11. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot within any phase or section of this subdivision. Specifically prohibited is the partial construction, such as a basement of a house, and moving into said partially constructed dwelling prior to its full completion. Such structure shall be considered temporary and prohibited.

12. NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an *annoyance* to the neighborhood. The having or allowing of trailers, debris or junk shall constitute a nuisance per se. Recreational vehicles or trailers may not be parked in the front or side of said lots for a period exceeding three (3) days. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Also the non-removal for ninety (90) days after occupancy of a dwelling of all building materials, such as blocks, bricks, lumber, etc., from street view shall be a nuisance per se. Also any dwelling which has been destroyed or damaged to any degree which is extremely visible shall be repaired within six (6) months from such destruction or damage: The failure to do so shall be a nuisance per se. Satellite dishes over 18 inches in diameter are prohibited and to install one shall be considered a nuisance per se.

13. STREET DEDICATION. All streets and tree yard shown on the Plat are hereby dedicated to the public use.

14. HOLIDAY DECORATIONS. All lot owners understand and agree that any and all Christmas and/or other holiday decorations used upon any lot or within the subdivision boundaries shall be fully and completely removed by no later than the first of February of each successive year.

15. ON STREET PARKING. All parties understand and agree that there shall be no on street parking by anyone in said subdivision on a regular basis. A regular basis shall include a period in excess of two (2) consecutive days and/or on an ongoing basis.

16. TANKS AND GARBAGE RECEPTACLES. There shall be no above ground propane and/or fuel tanks of any type located above the ground upon any lot within the subdivision. Furthermore, any and all garbage and trash containers must be placed in enclosed areas of the rear or side lot and must not be visible from the adjoining sites, houses, or from any street. When garbage or trash is placed upon the curb for pick-up, it must be in containers with lids to prevent spillage. All garbage or trash containers should not be placed at the curb more than 24 hours prior to garbage pick-up, nor should the garbage container or receptacle be left at the curb more than 24 hours after garbage pick-up.

17. MAILBOXES. All mailboxes must be of the same materials and shall be purchased and installed by the homeowner at a place to be designated by the developer. All mailboxes must be approved by the developer and shall be the same color and maintained in that color by the homeowner.

18. SOUND DEVICES. There shall be no exterior speakers, horns, whistles, or other sound devices which are unreasonably or annoying except security devices exclusively for security purposes. The playing of loud music from any deck, porch, driveway, or yard shall be considered offensive and/or an obnoxious activity constituting a nuisance under the terms of the deed restrictions.

19. LAUNDRY. There shall be no outdoor clothesline of any type on any lot within said subdivision. No owner, guest or tenant, shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view. Laundry shall not be placed in public view to dry, such as on a fence, balcony or deck railing. The developer or the Homeowner Association may however, temporarily waive this provision during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

20. AIR CONDITION UNITS. There shall be no window air conditioners allowed in any dwelling located within the subdivision. Zone units such as used in hotels/motels shall be allowed provided consent is given by the developer and/or homeowners association and such unit shall not be visible from the street and screened so as not to be seen from other houses located in the subdivision. Central heating and air conditioning systems shall be located to the side or the rear of the dwelling unit and screened so as not to be visible from the street.

21. GARAGE SALES AND/OR MOVING SALES. There shall be no more than two (2) yard sales and/or moving sales conducted upon any one lot located within the subdivision in any twelve (12) month period. Any sign used for such sale should not be more than five (5) square feet and must be promptly removed at the completion of said sale.

22. SIGNS. There shall be no sign of any kind displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise to be under construction and sale.

23. MOTOR HOME, BOATS, CAMPER TRAILERS AND TRAVEL TRAILERS. There shall be no motor home, boat, travel trailer, camper trailer, or other similar travel vehicles, whether motorized or not, parked for longer than a three (3) day time limit in any driveway in front of the structure or to the side of any dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle and/or trailer should be parked in the garage, basement, or to the rear of any residence so as to be out of the normal view of any street within the subdivision.

24. ANIMALS. No animals of any kind shall be raised, bred or kept on any lot except for dogs and cats provided that they are not kept, bred or maintained for commercial purposes. No more than two (2) pets are permitted upon any one (1) lot. No animal shall be permitted to run free and must be confined by leash or fence to the property of the owner.

25. LANDSCAPING. Upon completion of construction of the main dwelling, the owners of each lot or tract in this subdivision shall expend for landscaping a minimum of one (1) percent of the total cost of the land and buildings.

26. DRILLING. No oil drilling or oil development operation or refining, coring, or mining operation of any kind shall be permitted upon any lot, nor shall oil wells, tanks, etc., be permitted upon any lot.

27. WATER SUPPLY SYSTEM. All lots shall be supplied with water and sewage systems by Cleveland Utilities or its successor.

28. SWIMMING POOLS. No above ground swimming pool shall be permitted. Any pool constructed shall be covered on all sides so that it is only exposed at the top and must be located to the rear of the house or suitably fenced to blend with the house as approved by the architectural control committee and/or the subdivision developer, his heirs and/or assigns. Swimming pools shall conform to the side yard setback requirements as set out in these restrictions, unless all abutting landowners waive, in writing, this requirement.

29. MAINTAINING OF CURBING. The owner of each lot particularly during construction shall maintain and keep in good repair the curbing and streets adjacent to said lot(s) and shall replace and/or repair the curbing and/or in the street that are damaged by himself, his builders, agents, and/or servants.

30. SPECIAL RADIO EQUIPMENT. There shall be no type radio or equipment using airwaves, which will interfere with the normal reception of radio, and television or other appliances used or maintained in the subdivision.

31. TEMPORARY STRUCTURE OR MOBILE HOMES. There shall be no mobile homes, double-wides, house trailers, tents, shacks, or other buildings of temporary character erected or moved onto any lot or tract within said development. Specifically, prohibited is the partial construction such as a

basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and is prohibited.

32. WINDOWS. All dwellings constructed in this subdivision shall have wood frames, double-paneled insulated windows and/or be of a top quality unless approved in all cases by the subdivision developer and/or the Homeowners Association.

33. SUBDIVISION MAINTENANCE. To maintain the beauty and property values; each lot owner shall be responsible for keeping his entire land area, including the tree yard in front of owner's lot, in a neat and attractive condition by mowing, trimming, etc., The developer's responsibility, other than as a land owner, shall terminate upon the "final approval" of the appropriate Planning Commission of this subdivision.

34. STORMWATER STORAGE FACILITIES. The City of Cleveland has amended its Subdivision Regulations to add a "Perpetual Stormwater" Agreement in Code §§18-301 through 18-312. In connection therewith, (1) All owners within this Subdivision if it contains one or more water storage facilities (detention or retention ponds), shall belong to the Homeowner's Association (whether formal or informal). (If no water storage facilities, the Homeowners Association may or may not be created). (2) If the Developer is successful in the creation and maintenance of the stormwater facilities and run-off channels for two years AND at least 51% of the lots (in all sections) have been sold, then the Developer is allowed to transfer all its interest and obligations for the stormwater facilities to the Homeowners' Association. (4) All lot owners have an easement to reach and maintain such facilities. (5) There shall be a 20-foot wide access easement to each storage facility. (6) Blockage of the 20-foot easement is prohibited except for small bushes or a fence with a gate and all will be at the expense of the lot owner involved. (7) All lot owners shall pay a pro-rata share of all maintenance and repairs to all storage facilities and channels, unless it can be proven that one or more lot owner caused the damage in which case they shall be responsible for all repairs caused thereby. (8) If the City sues to enforce and are successful, they can collect attorney fees and costs.

The data in this Section is amplified on the recorded Plat which should be read and understood.

35. AMENDMENTS. Dennis Epperson or Lynda M. Epperson shall for a period of 10 years following the recordation of these restrictions be allowed to amend or modify any paragraphs, herein or add any additional restrictions or limitations, or reduce the requirements set forth herein for any Lot without notice to any owner or holders of any interest in any Lots within said Subdivision. The Developers agree that both of them shall be allowed to amend these restrictions. That at no time shall the amendments if any are made, allow any businesses of any kind within said Subdivision. No such changes shall affect any prior constructed homes, but do affect any re-constructing, such as after a fire loss, or all newly constructed buildings after the imposition of any changes.

36. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until July 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots within said subdivision and each phase or section thereof, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot as originally sold shall have one vote.

37. INVALIDATION. The invalidation of any of these covenants or any word; phrase or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

38. ENFORCEMENT. In the event that any one or more of the foregoing restrictive covenants be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue, the remedies provided in this paragraph shall not be exclusive, but

shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said Restrictions.

THESE RESTRICTIONS SHALL BE BINDING ONLY UPON THE LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER OF WESTON HILLS SUBDIVISION, PHASE I.

WITNESS our signatures this 12<sup>th</sup> day of July, 2006.

Dennis Epperson  
DENNIS EPPERSON

Lynda M Epperson  
LYNDA M. EPPERSON

STATE OF TENNESSEE)  
COUNTY OF BRADLEY)

Before me personally appeared DENNIS EPPERSON and wife, LYNDA M. EPPERSON, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged the execution of the same as their free act and deed.

WITNESSED this 12<sup>th</sup> day of July, 2006.

Kim E. Moore  
NOTARY PUBLIC

My Commission Expires: 3/1/07



Mail to  
Dennis Epperson  
3231 Bluff Dr NW  
Cleveland TN 37312

BK/PG: 1658/888-893  
06013102

STATE OF TENNESSEE - RESTRICTIONS	
BOOK NUMBER: 32078	
07/12/2006 - 11:10 AM	
VALUE	0.00
RECORDING TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DE FEE	1.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	21.00

STATE OF TENNESSEE, BRADLEY COUNTY  
RAYMOND SWAFFORD  
REGISTER OF DEEDS

6001264-014 18  
06011617  
CITY OF CLEVELAND  
PLAT NO. 114  
DATE: JUNE 1, 2008

THE PLANS HEREBY ARE THE FINAL MAP FOR THE DEVELOPMENT OF THE LAND SHOWN THEREON AND THE CITY ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THEY COMPLY WITH THE REQUIREMENTS OF THE CITY ENGINEER'S OFFICE AND THE CITY ENGINEER'S OFFICE HAS ISSUED THIS CERTIFICATE OF APPROVAL.

6/12/08 *[Signature]*  
CITY ENGINEER

6/12/08 *[Signature]*  
CITY ENGINEER

ALL THE REQUIREMENTS OF THE CITY ENGINEER'S OFFICE HAVE BEEN MET AND THE CITY ENGINEER HAS ISSUED THIS CERTIFICATE OF APPROVAL.

6/12/08 *[Signature]*  
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CITY ENGINEER

CLEVELAND 1623 South Lee Highway  
SURVIVING CIVIL DISTRICT  
Telephone (423) 479-1629

FINAL PLAT  
KENSINGTON PARK  
A CLUSTER DEVELOPMENT  
FIRST WARD, SECOND-CIVIL DISTRICT  
CLEVELAND, BRADLEY CO., TN  
Scale: 1" = 60' June 1, 2008  
For: DENNIS EPPERSON  
3231 Bluff Drive N.E.  
Cleveland, Tennessee 37311  
Phone: (423) 479-9942

THE CITY OF CLEVELAND HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THEY COMPLY WITH THE REQUIREMENTS OF THE CITY ENGINEER'S OFFICE AND THE CITY ENGINEER'S OFFICE HAS ISSUED THIS CERTIFICATE OF APPROVAL.

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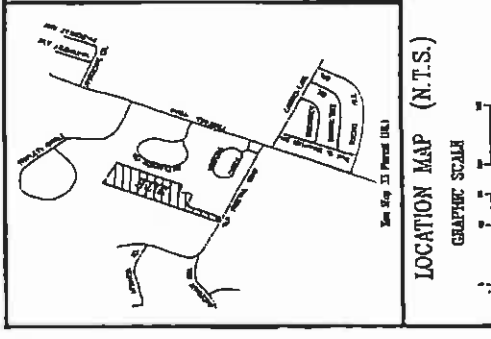
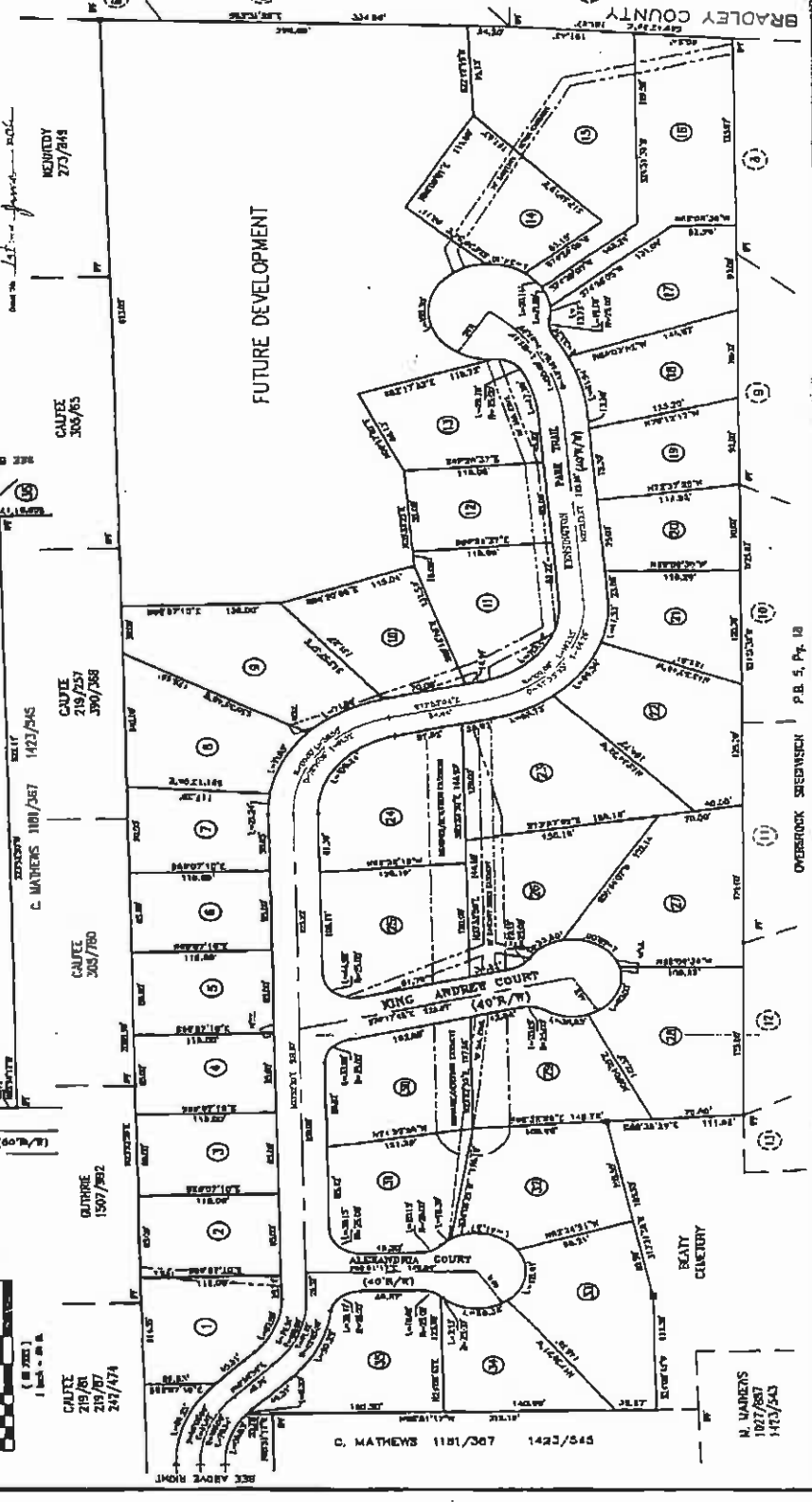
6/12/08 *[Signature]*  
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6/12/08 *[Signature]*  
CITY ENGINEER



CAUTION 219/81, 219/87, 242/474, 1423/570  
CAUTION 219/81, 219/87, 242/474, 1423/570  
CAUTION 219/81, 219/87, 242/474, 1423/570  
CAUTION 219/81, 219/87, 242/474, 1423/570