*1200 = *2000 E

*800 8

INSTRUMENT NO

BRENIMOOR SUBDIVISION, UNITS 1 & 2

Ball Homes of Tennessee, Inc., owner of Brentmoor Subdivision, desires to maintain uniformity with respect to the use and occupancy of said property in order to enhance and to maintain its value, and to render it more attractive in appearance, therefore:

Ball Homes of Tennessee, Inc., hereby makes, constitutes and establishes the following covenants, conditions and restrictions as to the use and occupancy of said property, as more particularly described herein:

- LAND AND BUILDING TYPE. No building shall be erected, altered, *. placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and in any and all circumstances, where three or more consecutive lots contain dwellings of the same basic floor plan, no two adjacent dwellings shall have the same 01-29-87 exterior as to the same color brick and roof.
- 2. CONSTRUCTION AND AREA. Any dwelling erected, placed, altered or ... permitted to remain on any lot, the minimum ground floor in the living area shall be 1100 square feet for a one story structure, 950 square feet on the ground floor of a one & one-half or a two story structure.
- 3. APPROVAL OF BUILDING PLANS. Ball Homes of Tennessee, Inc., is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots.

BOOK 1906 PAG. 0128

- 4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages and other outbuildings are permitted but the exterior construction shall be of the same material as the main dwelling. However, no detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of Ball Homes of Tennessee, Inc.
- 5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- 6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in this unit. No satellite TV receivers may be visible from streets.
- 7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.
- 8. ENFORCEMENT. Enforcement shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.
- SEVERABILITY. Invalidation of any one of these covenants by judgement or Court order shall in no way affect any other provision, which shall remain in full force and effect.
- 10. TERM. All of the above restrictions, conditions and covenants shall be effective until February 1, 2017, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument



Back File Automation

BOOK 1906 PAGE (112)

signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

- 11. FENCES. No fence, wall, hedge of any nature may be extended toward the front or side of the property line beyond the bulding set-back line as shown on the Record Plat in the Knox County Court Clerk's Office and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations, and shall be approved by the Developer prior to construction.
- 12. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Brentmoor Subdivision, as shown on plats thereof recorded, or hereafter recorded, in the office of the Clerk of the Knox County Court and shall be considered covenants running with the land.

BALL HOMES OF TENNESSEE, INC.

BY:

DONALD RAY BALL, JR., President

ATTEST:

JENNIE MURPHY, Assistant Secretary/Treasurer

Instr:198701290015717

BOOK 1906 PAGE 0130

Personally appeared before me, the undersigned authority, a Notary

Public in and for said County and State, the within named bargainor, Donald

Ray Ball, Jr., with whom I am personally acquainted and who acknowledged

that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this __/____day of

Notary Public

STATE OF 1 + 0/.

My commission expires:

Before me, the undersigned authority, a Notary Public of the state and county aforesaid, personally appeared Donald Ray Ball, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Ball Homes of Tennessee, Inc., the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

Witness my hand and seal at office, this <u>/-</u> day of <u>games</u>.

19 %7 .

300K 1906 FALL 0131

Instr:198701290015717 Pages:4 of 4

COUNTY OF

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Notary Public

The state of the state of the state of the state of

INSTRUMENT NO. 040592

014.

THIS INSTRUMENT PREPARED BY:
TITLE, INCORPORATED
408 Cedar Bluff Road, Suite 130
Knoxville, Tennessee 37923

(CORRECTED) RESTRICTIONS

POR

BRENTMOOR SUBDIVISION, UNITS 1 & :

Ball Homes of Tennessee, Inc., owner of Brentmoor Subdivision, desires *1200 *1200 to maintain uniformity with respect to the use and occupancy of said property*1500 in order to enhance and to maintain its value, and to render it more *300 *300 attractive in appearance, therefore:

Ball Homes of Tennessee, Inc., hereby makes, constitutes and establishes 177 the following covenants, conditions and restrictions as to the use and occupancy of said property, as more particularly described herein:

- 1. LAND AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and in any and all circumstances, where three or more consecutive lots contain dwellings of the same basic floor plan, no two adjacent dwellings shall have the same exterior as to the same color brick and roof.
- 2. CONSTRUCTION AND AREA. Any dwelling erected, placed, altered or permitted to remain on any lot, the minimum ground floor in the living area shall be 1100 square feet for a one story structure, 950 square feet on the ground floor of a one & one-half or a two story structure.
- 3. APPROVAL OF BUILDING PLANS. Ball Homes of Tennessee, Inc., is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots.
- 4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages and other outbuildings are permitted but the exterior construction shall be of the same material as the main dwelling. However, no detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of Ball Homes of Tennessee. Inc.



- 5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- 6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in this unit. No satellive TV receivers may be visible from streets.
- 7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.
- 8. ENFORCEMENT. Enforcement shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.
- 9. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court Order shall in no way affect any other provision, which shall remain in full force and effect.
- 10. TERM. All of the above restrictions, conditions and covenants shall be effective until <u>February 1, 2017</u>, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.
- 11. FENCES. No fence, wall, hedge of any nature may be extended toward the front or side of the property line beyond the building set-back line as shown on the Record Plat in the Register of Deeds office for Knox County, Tennessee, and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations, and shall be approved by the Developer prior to construction.

BOOK 1919 PAGE 0371



12. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Brentmoor Subdivision, as shown on plats thereof recorded, or hereafter recorded, in the office of the Register of Deeds for Knox County, Tennessee, and shall be considered covenants running with the land.

BALL HOMES OF THUNESSEE, INC.

DONALD PAY PAY

R., President

ATTEST:

JENNIE MURPHY, Assistant Secretary Treasurer

BOOK 1919 PAGE 0375

STATE OF KENTUCKY COUNTY OF FAYETTE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, Donald Ray Ball, Jr., with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Notary Public

My Commission Expires: Get May 12, 1987

STATE OF KENTUCKY COUNTY OF FAYETTE

Before me, the undersigned authority, a Notary Public of the state and county aforesaid, personally appeared Donald Ray Ball, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Ball Homes of Tennessee, Inc., the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

Notary Public

My Commission Expires: (6 Toles) 12 1987

Instr. 198796180022071

Back File Automation

BOOK 1919 PAGE 0376

This Instrument Prepared By: Michael Chadwell
Ball Homes of Tennessee, Inc.
1415 Ebenezer Rd.
Knoxville, TN 37922

DEED OF RESTRICTIONS

038772

FOR

BRENTMOOR SUBDIVISION, UNIT 3

Ball Homes of Tennessee, Inc., owner of Brentmoor Subdivision, desires to maintain uniformity with respect to the use and occupancy of said property in order to enhance and to maintain its value, and to render it more attractive in appearance, therefore:

Ball Homes of Tennessee, Inc., hereby makes, constitutes, and establishes
the following covenants, conditions and restrictions as to the use and 1600
occupancy of said property, as more particularly described herein:

- 1. LAND AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and in any and all circumstances, where three or more consecutive lots contain dwellings of the same basic floor plan, no two adjacent dwellings shall have the same exterior as to the same color brick and roof.
- 2. CONSTRUCTION AND AREA., Any dwelling exected, placed, altered or permitted to remain on any lot, the minimum ground floor in the living area shall be 1100 square feet for a one story structure, 825 square feet on the ground floor of a one & one-half or a two story structure.
- 3. APPROVAL OF BUILDING PLANS. Ball Homes of Tennessee, Inc., is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots.

BOOK 1951 PAGE 0372

Instr: 198807110022028 Pages: 1 of 4 Cross Ref LM 1951/372 Cross Ref LM 1951/372

- 4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages and other outbuildings are permitted but the exterior construction shall be of the same material as the main dwelling. However, no detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of Ball Homes of Tennessee, Inc.
- 5. TEMPDRARY STRUCTURES. No structure of a temperary character, trailer, basement of uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temperarily or permanently.
- 6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers, or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in this unit. No satellite TV receivers may be visible from streets.
- 7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.
- 8. ENFORCEMENT. Enforcement shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.
- 9. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court order shall in an way affect any other provision, which shall remain in full force and effect.
- 10. TERM. All of the above restrictions, conditions and covenants shall be effective until <u>February 1, 2017</u>, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.



800K 1951 PAGE 0373

11. FENCES. No fence, wall, hedge of any nature may be extended toward the front or side of the property line beyond the building set-back line as shown on the Record Plat in the Knox County Register of Deeds and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations, and shall be approved by the Developer prior to construction.

12. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Brentmoor Subdivision, as shown on plats thereof recorded, or hereafter recorded, in the office of the Knox County Register of Deeds and shall be considered covenants running with the land.

BALL HOMES OF TENNESSEE, INC.

BY:

DONALD RAY BAIL JR., President

ATTEST:

MIRA BALL. Secretary/Transurer

Instr: 198007110022028

Back File Automation

BOOK 1951 PAGE 0374-

	STATE OF TENNESSEE
	COUNTY OF KN-Z
	Personally appeared before me, the undersigned authority, a Notary
	Public in and for said County and State, the within named bargainer. Doneld
	key sail, Jr., with whom I am personally acquainted and who sakes ledged at
	he executed the within instrument for the purposes therein control
	Witness my hand and official seal at office this 3044 day of
	Jun. 1980.
5	Notar Public Comer, 1 = = = = = = = = = = = = = = = = = =
	My Commission Expires: April 14 1992.
	STATE OF TENANSSEY
	COUNTY OF KNOW
	Before me, the undersigned authority, a Notary Public of the State and
	County aforesaid, personally appeared Donald Ray Ball, Jr., with whom I am
	personally acquainted or proved to me on the basis of satisfactory evidence,
	and who are one and

and who, upon oath, acknowledged himself to be the President of Ball Homes of Tennessee, Inc., the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

BOOK 1951 PAGE 0375

Witness my hand and seal at office, this 30th day of

My Commission Expires:

INSTRUMENT WAS PREPARED 1415 Eleanozec Rd, Ker TN

INSTRUMENZ NO 10

BRENTMOOR SUBDIVISION, UNIT

Ball Homes of Tennessee, Inc., owner of Brentmoor Subdivision desires to maintain uniformity with respect to the use and occupancy of said property in order to enhance and to maintain its value, 1600 and to render it more attractive in appearance, therefore:

Ball Homes of Tennessee, Inc., hereby makes, constitutes 100 and establishes the following covenants, conditions and restrictions (0) a as to the use and occupancy of said property, as more particularly described herein:

- LAND AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and in any and all circumstances, where three or more consecutive lots contain dwellings of the same basic floor plan, no two adjacent dwellings shall have the same exterior as to the same color brick and roof.
- 2. CONSTRUCTION AND AREA. Any dwelling altered or permitted to remain on any lot, the minimum ground, floor in the living area shall be 1100 square feet for a one story structure, 825 square feet on the ground floor of a one & one half or a two story structure.
- 3. APPROVAL OF BUILDING PLANS. Ball Homes of Tennessee Inc., is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots.

800x 1982 PAGE 0361



- 4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages and other outbuildings are permitted but the exterior construction shall be of the same material as the main dwelling. However, no detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of Ball Homes of Tennessee, Inc.
- 5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- 6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailors, or recreational vehicles shall be allowed to be parked upon streets or public rights-of-way in this unit. No satellite TV receivers may be visible from streets.
- 7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.
- 8. ENFORCEMENT. Enforcement shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.
- 9. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court order shall in no way affect any other provision, which shall remain in full force and effect.



Back File Automation

BOOK 1982 PAGE 0362

All of the above restrictions, conditions and covenants shall be effective until February 1, 2017, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

11. FENCES. No fence, wall, hedge of any nature may be extended toward the front or side of the property line beyond the building set-back line as shown on the Record Plat in the Knox County Register of Deeds and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations, and shall be approved by the Developer prior to construction.

12. AREA PROTECTED. The above restrictions, conditions shall apply only to Brentmoor Subdivision, as shown on plats thereof recorded, or hereafter recorded, in the office of the Knox County Register of Deeds and shall be considered covenants. running with the land.

OF TENNESSEE, INC

ATTEST:

tary/Treasurer

BOOK 1982 PAGE 0363

	4)
STATE OF Section	
STATE OF - Herlicky	o 10 m ei
COUNTY OF Fasette	10 to
0	17 E)
Personally appeared before	me, the undersigned authority,
- notary rubite in and for said (County and State
sermor, bonate Ray Bail, Jr., Wi	ith whom I am nomeans :
and who acknowledged that he ex	ecuted the within instrument for
the purposes therein contained.	institute to
witness my hand and official	seal at office this 3 %
OF (fely 1984.	day
no Seal	_ Chotance Nich la
5 2	Notary Public
My Samiania -	30/ 0
My Commission Expires:	07,1993.
., / /	
STATE OF Sentenker	88
COUNTY OF TANTO	€
- jugette)	
Before me, the undersigned	authority, a Notary Public of
the State and Civil	authority, a Notary Public of
the State and County aforesaid,	personally appeared Donald Ray
Ball, Jr., with whom I am person	nally acquainted or proved to me
on the basis of satisfactory evidence	e, and who upon eath
himself to be the President	acknowledged
himself to be the President of	Ball Homes of Tennessee, Inc.,
the within named bargainor, a corp	oration, and that he as contained
by signing the name of the corporation	on by himself as President.
Witness my hand and seal at off:	ice this 3 pp day as 0.0
1989.	day or Jely
	28 10 / /

Complission Expires: May 24

800K 1982 PAGE 0364

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

YOUR DELIVERY COUNTY 40583

NAME ADDRESS

INSTRUMENT NO.

007979

DEED OF RESTRICTIONS

FOR

BRENTMOOR SUBDIVISION, UNIT 5

01* *1600 *1600 %

*1600· =

Ball Homes, Inc., owner of Brentmoor Subdivision desires 1600% to maintain uniformity with respect to the use and occupancy 1000% of said property in order to enhance and to maintain its value 26-90 and to render it more attractive in appearance, therefore: \$ 7177

Ball Homes, Inc., hereby makes, constitutes, and establishes the following covenants, conditions and restrictions as to the use and occupancy of said property, as more particularly described herein:

- 1. LAND AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and in any and all circumstances, where three or more consecutive lots contain dwellings of the same basic floor plan, no two adjacent dwellings shall have the same exterior and the same color brick and roof.
- 2. CONSTRUCTION AND AREA. Any dwelling erected, placed, altered or permitted to remain on any lot, the minimum pround floor in the living area shall be 1100 square feet for a one story structure, 825 square feet on the ground floor of a one to one half or a two story structure.
- 3. APPROVAL OF BUILDING PLANS. Ball Homes, Inc. is hereby granted the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots.

BOOK 2025 PAGE 0707

netr:199011260030472 ages:1 of 4

- 4. DETACHED GARAGES AND OTHER OUTBUILDINGS. Detached garages and other outbuildings are permitted but the exterior construction shall be of the same material as the main dwelling. However, no detached building shall be erected, altered, placed or permitted to remain on any lot without the prior written consent of Ball Homes, Inc.
- 5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement of uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
- 6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailors, or recreational vehicles shall be allowed to be parked upon streets or public rights—of-way in this unit. No satellite TV receivers may be visible from streets.
- 7. EASEMENTS. Any property in this unit shall be conveyed subject to the building line and easements as shown or noted on the recorded plat.
- 8. ENFORCEMENT. Enforcement shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage.
 - 9. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court order shall in no way affect any other provision, which shall remain in full force and effect.

800X 2025 PAGE 0708

Pages: 2 of 4 Pank Film Automation

10. TERM. All of the above restrictions, conditions and covenants shall be effective until October 1, 2020, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

- 11. FENCES. No fence, wall, hedge of any nature may be extended toward the front or side of the property line beyond the building set-back line as shown on the Record Plat in the Knox County Register of Deeds and may not extend toward the front of the house past the rear corner. Any fence used must conform with the character of the subdivision and shall be in accordance with appropriate governmental regulations, and shall be approved by the Developer prior to construction.
- 12. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Brentmoor Subdivision, as shown on plats thereof recorded, or hereafter recorded, in the office of the Knox County Register of Deeds and shall be considered covenants running with the land.

BALL BOMES, INC.

BY:

Instr: 199011289030472
Pages: 3 of 4

Back File Rutomation

MIRA BALL, Secretary/Treasurer

JAC

ACK COMER, Owner Lot 50, Block B Brentmoor #5

Montral Land CONT Marjorie Comer. Owner Lot 50,

BOOK 2025 PAGE 0709

Block D, Brentmoor #5

STATE OF KUNIAUCKI.
COUNTY OF FAGE HE
Before me, the undersigned authority, a Notary Public of
the State and County aforesaid, personally appeared Donald Ray
Ball, Jr., with whom I am personally acquainted or proved to
me on the basis of satisfactory evidence, and who, upon oath,
acknowledged himself to be the President of Ball Homes. Inc.
the within named bargainor, a corporation, and that he as con-
tained by signing the name of the corporation by himself as
rresident.
Witness my hand and seal at office, this 19th day of Octobe,
19 90
Notary Public Notary Public
My Commission Expires: Jone 16,1993
June 16,1973
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
"management"
the state of the s
STATE OF
COUNTY OF
Personally appeared before me, the undersigned authority,
a Notary Public in and for said County and State, the within
named bargainor,, with whom I am personally
acquainted and who acknowledged that he executed the within
instrument for the purposes therein contained.
Witness my hand and official seal at office this day
of, 19
_ 0 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -
Notary Public
My Commission Expires: 800k2025 PAGE 0710