

PAGE () INDEX () ABSTRACT () PLAT () CHECK ()

DECLARATION 00188418 BK00328 Pg00030-00042
 OF COVENANTS, CONDITIONS, RESTRICTIONS WASATCH CO RECORDER-ELIZABETH M PARCELL
 1979 JUL 27 16:39 PM FEE \$87.00 BY MWC
 REQUEST: FOUNDERS TITLE COMPANY
 AND MANAGEMENT POLICIES

THIS DECLARATION, made on the date hereinafter set forth by John W. Walden, as President of the Sacred Fountain of Youth Inc., hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Wasatch County, State of Utah, which is more particularly described

LEGAL DESCRIPTION

Parcel 1:

BEGINNING at a point 52.69 chains West along the Section line from the Northeast Corner of Section 5, Township 4 South, Range 6 East, Salt Lake Base and Meridian; thence West 19.722 chains, thence South 60.625 chains, thence East 19.722 chains, thence North 60.625 chains to the point of BEGINNING.

EXCEPTING THEREFROM any portions lying within the South one-half of the South one-half of said Section 5.

Parcel 2:

All of Lots 3, 4, 5, and the Southeast Quarter of the Northwest Quarter of Section 6, Township 4 South, Range 6 East of the Salt Lake Base Meridian; lying South of the Center line of Big Pole Creek.

Parcel 3:

BEGINNING at the Southwest Corner of Section 32, Township 3 South, Range 6 East of the Salt Lake Base and Meridian; thence North along the Section line 22.28 chains, thence East 39.99 chains, more or less to the center of section line; thence South 00 02' 42" East 21.39 chains along said center of Section line to the South line of said Section 32; thence West 40.01 chains along the Section line to the point of BEGINNING.

Parcel 4:

The East half of Section 31, Township 3 South, Range 6 East of the Salt Lake Base and Meridian, lying South of the Center line of the Big Pole Creek.

NOW THEREFORE, Declarant does hereby declare that all of the lots and parcels of land described above are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following limitations, covenants, agreements and restrictions, conditions, easements, management policies, and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and the sale of said lands, and are declared, established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and every part thereof. All of the limitations, covenants, restrictions, conditions, easements, management policies, and charges shall run with the land and shall be binding on all parties having or at any time hereafter acquiring any right, title of interest in the described lands, or any part thereof and shall insure to the benefit or each owner thereof. The limitations, covenants, agreements, restrictions, conditions, easements, management policies, and charges referred to herein are as follows:

ARTICLE I

DEFINITIONS

00188418 BX00328 Pg00031

Section 1. "Association" shall mean and refer to the Big Pole Estates Association, 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 obligation.

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

Section 4. "Common Facilities" shall mean facilities such as detention basins & open space, that the Association shall operate and maintain.

Section 5. "Roads" shall mean all real property owned by the Association for the common use and enjoyment of the owners as streets shown on the approved plans.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the properties with the exception of the Common Facilities.

Section 7. "Declarant" shall mean and refer to Sacred Fountain of Youth Inc.

ARTICLE II

USE RESTRICTIONS PERTAINING TO RESIDENTIAL LOTS

Section 1. No single family dwelling, building (addition or accessory thereto), storage shed, garage, carport, patio, fence or other structure or improvements, shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location, lot drainage plan and the approximate cost of such structure or improvement, have been submitted to and approved in writing by the Association. The Association's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof by the Association shall be deemed to constitute its approval thereof.

Section 2. No building, structure, single family dwelling, carport, patio addition or accessory, shall be located on any lot or parcel of land outside the building envelope if shown on the preliminary plans for Big Pole Estates. The front lot line, rear lot line and side lot line of each lot and parcel of land shall be defined by the Association, with the recorded map or plat as a reference. The Association may at any time or times, in its sole discretion, release any lot or parcel of land from the restriction contained in this paragraph, upon such terms and conditions as it shall deem appropriate as long as they exceed the Wasatch County Requirements.

Section 3. The Association reserves the right to, but shall have no obligation to enter upon all lots, blocks or parcels of land creating an unsightly appearance, and to charge the owner of said lot, block or parcel of land, the actual cost plus ten (10%) percent for services performed in alleviating said unsightly appearance. Each lot owner shall maintain the entire lot in a neat and clean condition at all times.

In the event that any of the above changes made by the Association under this Section 3 shall be paid when due, all costs and expenses including, but not limited to, attorney's fees incurred by the Association to effectuate collection of said charges, shall be borne by the lot owner.

Section 4. All homes, garages, and outbuildings must be constructed of exterior walls of wood, logs, stucco, stone, or brick, and all single family dwellings must be a minimum of 2500 square feet of living space, if more than one story 1500 square feet of living space must be on the main level (exclusive of porches, patios, garages, carports and storage rooms). All building materials are subject to review and approval of the Architectural Control Committee.

Section 5. Not more than one home or single family dwelling shall be placed on each lot or parcel of land. A lot or parcel of land may be occupied and used for a single family dwelling and for no other use or purpose, except properly approved

storage buildings and accessory buildings. Buildings within the development shall conform to the following standards:

- A. The exterior walls of each home shall be constructed of logs, wood, stucco, stone or brick. No other material will be accepted;
- B. The roof material of each home shall be subject to approval of the Architectural Committee; and
- C. A concrete or masonry foundation wall shall form a complete enclosure around the perimeter of each home. Piers, walls, or other means of support may be utilized for interior or deck support required for the building.
- D. Each building in the development will have positive drainage away from the building.
- E. Each lot owner is to so design his landscaping so as not to concentrate runoff but rather spread runoff out to prevent erosion.
- F. Those lot owners that must cross common areas to reach drainfield areas are required to obtain approval of their revegetation and erosion control plan from the Architectural Control Committee. If an owner fails to complete the approved revegetation and erosion control plan approved by the Architectural Control Committee, then the Association shall complete the work and assess the lot owner.
- G. All building shall be protected from up hill runoff by the use berms or swales as approved by the Architectural Control Committee.
- H. All private driveway grades shall be no steeper than 15% slope and shall be approved by the Architectural Control Committee.

Section 6. Easements for the installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded map or plat, over the rear, side and front of each lot or parcel of land and a cross all common areas. Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The easement areas of each lot and parcel of land, and all improvements in it, shall be maintained continuously by the owner of said lot and parcel of land. Easement width is five (5) feet.

Section 7. No noxious, offensive, or dangerous 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. The dumping of trash or garbage of any kind on any lot within the subdivision shall be prohibited. Trash shall be gathered and retained on lots in a proper receptacle. No toxic or exotic chemicals shall be applied to the soil which would violate current state codes with respect to water quality. No oil or grease shall be drained onto soil or pavement areas. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the

property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

Section 8. The lot owner shall install and maintain a septic tank in compliance with state law and local health ordinances. Nor shall any well or septic tank be constructed on any lot in the tract without the prior written approval of the Association. Single family dwellings must have complete sanitary facilities including among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. All wiring, whether inside or outside of the home, must comply with state and local requirements.

Section 9. No manufacturing or commercial enterprise, or enterprise for profit, shall be maintained upon, in front of, or in connection with the use of any lot hereinabove referred to nor shall said lots in any way be used for other than strictly residential purposes without the prior written consent of the Association. The Association may at any time or times, in its sole discretion, release any lot or parcel of land from the restrictions contained in this paragraph, upon such terms and conditions as it shall deem appropriate.

Section 10. In the event of any violation of any of the covenants, agreements, easements, conditions, or the non-payment of any of the charges herein, the Association, any person, firm or corporation to whom the Association may have assigned the right, or any owner of any lot, block or parcel of land in the tract, may bring actions at law, or in equity for an injunction, or other equitable relief, or an action to foreclose a lien or charge, actions for damages, or any additional remedy which may be available. All such remedies shall be cumulative, and the bringing of such an action, or the failure to do so, by anyone so entitled, shall not affect the right of another to avail himself or itself of any remedy.

Section 11. The failure to bring an action by any land owner, or by the Association, or by any person, firm or corporation to whom the Association may have assigned the right to enforce any restriction, shall not be deemed a waiver for the right to do so thereafter as to the same breach or as to one occurring prior or subsequent therefore; nor shall such failure to enforce any restrictions give to any claim or cause of action against the Association or such land owner.

Section 12. No animals except cats or dogs numbering no more than four shall be kept on any lot within Big Pole Estates.

Section 13. The use of culinary water for outside use for irrigation of lawns, trees, shrubs or etc. shall be limited to an area not to exceed 1000 square feet.

Section 14. Recreational Vehicles. Boats, trailer, campers, large trucks and commercial vehicles belonging to Owners shall be parked only within the Lot of the Owner concerned. When parked within a Lot, such boats, trailers, campers, large trucks, commercial vehicles and similar vehicles shall be kept in an

enclosed structure or screened from view in accordance with standards established by the Architectural Control Committee. No motor vehicle of any kind shall be repaired, constructed or reconstructed upon any Lot, street or other Common Areas, except these restrictions shall not apply to emergency repairs to vehicles.

Section 15. Unsightly Articles. No unsightly articles shall be permitted to remain on a Lot so as to be visible from any other Lot or the Common Areas. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container, and any such container shall be kept within an enclosed structure, appropriately screened from view, and so as to protect same from wild or domestic animals within the Project. No metals, bulk materials or scrap, or refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or when appropriately screened from view.

Section 16. Sign. No sign of any kind shall be displayed to the public view without the approval of the Architectural Control Committee except such signs as may be erected by Declarant for permanent identification of the Project or used by Declarant in connection with the development and sale of Lots and except such signs of customary and reasonable dimensions as may be displayed on a lot advertising a Lot or Living Unit for sale or lease. Display of any "for sale" or "for lease" sign more than two (2) feet by one and one-half (1 1/2) feet shall require the prior written approval of the Architectural Control Committee. A residential identification sign for a Lot is permitted but should not exceed two (2) square feet in surface area. All signage shall be subject to applicable local government rules and regulations.

Section 17. Motorbikes. All automobiles, motorcycles, trail bikes, snowmobiles, three-wheel powered devices, two or four-wheel drive recreational type vehicles or other recreational vehicles are to be operated only on established streets and parking areas and are specifically prohibited from all other portions of the Common Areas. The Board of Directors may, at any time, prohibit any Owner from operating a vehicle in the Project if the Board determines, in its sole discretion, that said vehicle constitutes a nuisance.

Section 18. Weed Control. Each Lot owner shall, to the extent reasonable feasible, control the growth and proliferation of noxious weeds and other flammable materials on his Lot so as to minimize fire and other hazards to surrounding Lots, Living Units, the Common Areas, and surrounding properties, and shall otherwise comply with any applicable ordinances, laws rules, or regulations pertaining to the removal and/or control of noxious weeds. Noxious weeds shall mean and refer to those plants which are injurious to crops, livestock, land, or the public health.

Section 19. Temporary and Other Structures. Structures of a temporary nature, trailers, basement houses, mobile homes, modular homes, prefabricated housing, tents or shacks shall not be used at any time as a residence either temporarily or permanently, or shall said structures be permitted on the property at any time. No old

or secondhand structures shall be moved onto any Lot, it being the intention hereof that all Living Units and other buildings erected on Lots or within the Property shall be new, permanent, on site construction of good quality workmanship and materials.

Section 20. Site Grading and Drainage. Special notice is made with regard to the raising or otherwise changing the height of grade on all Lots. Neither the Lot Owner nor any person or persons claiming under an Owner shall or will at any time raise or otherwise change the height of grade on any lot, except as authorized by applicable local ordinances and approved by the Architectural Control Committee. No Owner may interfere with the established drainage pattern over any part of the Project unless adequate provision is made for proper drainage and is approved in advance by the Architectural Control Committee. Established drainage shall mean and refer to the drainage which exists at the time the overall grading and development of the Project by Declarant is completed or which is shown on any plans of Declarant or plans approved by the Architectural Control Committee.

Section 21. Chimneys. All wood or coal burning chimneys will be equipped with appropriate spark screens as approved by the Architectural Control Committee. Further, all fireplaces and woodburning devices shall meet the applicable minimum requirements of the Environmental Protection Agency.

Section 22. Storage Tanks and Utility Lines. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located underground. Fuel tanks such as propane (other than those used exclusively for barbecues not exceeding 20 gallons) shall not be permitted on any Lot without the prior approval of the Architectural Control Committee. If approved, all propane tanks, or similar storage facilities shall be installed or constructed underground and in accordance with all laws and regulations or, or approval of the Architectural Control Committee, screened from public view.

Section 23. Window Coverings. Except as specifically Authorized by the Architectural Control Committee for aesthetic reasons, every Living Unit shall have window coverings. Such window coverings or lack thereof must be approved by the Architectural Control Committee prior to their installation in a Living Unit. No aluminum foil, newspapers, or any other similar materials may be used to cover the windows in any Living Unit or other structure.

ARTICLE III

OWNERS' EASEMENTS OF ENJOYMENT

Section 1. Every owner shall have a right and easement of enjoyment in and to the Common Facilities which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Facilities;
- B. The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations set forth in this declaration and as may be published by the Board of Directors of the Association;
- C. The right of the Association to dedicate or transfer all or any part of the Common Facilities or Roadways to any public agency or authority 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; and
- D. Statement to be placed in all deeds. Fee title to any lot shown on the recorded plat of Big Pole Estates shall not extend beyond the lot lines shown thereon. Fee title to all common property has been conveyed to the Association for the common enjoyment of all the residents, guests, and invitees of Big Pole Estates.

ARTICLE IV

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 member(s) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot; and Class B. The Class B member(s) 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 in the Class B membership; or

(b) on December 31, 2005.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Personal Obligation and Lien for Assessments. Each Owner (including Declarant shall, by acquiring or in any way become vested with an interest in a Lot, be deemed to covenant and agree to pay to the Association the annual and the special assessments described in this Article, together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of each person who is an owner of such Lot at the time the assessment falls due. No owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Area or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the Lot at the time of conveyance, without prejudice to grantee's right to recover from the grantor the amounts paid by grantee therefor.

Section 2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Property and performing the Association's duties hereunder. The use made by the Association of funds obtained from assessments by may include, without limitation, payment of the cost of: taxes and insurance on the Common Area, maintenance, operation, management and supervision of the Common Areas, establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Declaration or the Articles of Incorporation.

Section 3. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be two hundred dollars (\$200) per lot.

- A. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than seven (7%) percent above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum

annual assessment may be increased above the seven (7%) percent 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.

Section 3a Exempt property. All properties dedicated to, and accepted by, a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

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 the 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 upon the Common Facilities, including fixtures and personal property related thereto, or upon the exterior of the properties, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making expenditure.

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 members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots except for unusual exposure or other unusual conditions, and may be collected on a monthly basis.

Section 7. Date of commencement of annual assessments: Due dates. The annual assessments provided for herein shall

commence as to all lots on the first day of the month following the conveyance of the Common Facilities. 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 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.

Section 8. Effect of nonpayment of assessment: 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%) percent per annum. The Association may bring an action at law against the owner personally obligated to bring an 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 Facilities 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. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, 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 from the lien thereof.

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, material and location of the same 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 will be deemed to be in full compliance.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, condition, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this declaration. Failure by this Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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. Any amendment must be approved by the Board of County Commissioners, and must be recorded in the office of the County Recorder before such amendment shall become effective.

Section 4. Annexation. Additional land may be annexed to the land described in this declaration without the consent of the members within twenty (20) years of the date of this instrument, provided the Planning Commission and Board of County Commissioners determine that the annexation is consistent with the preliminary plan heretofore approved.

ARTICLE VIII

CONFLICTS

Section 1. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control, and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE IX

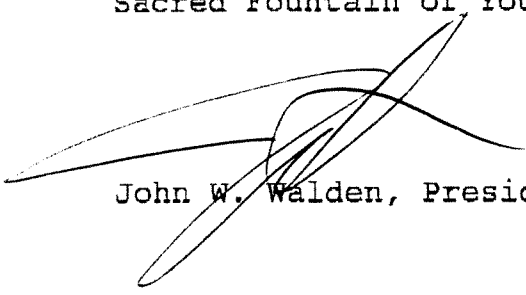
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January, and end on the 31 st day of December of every year, except that first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this day of , 19

Attest:

Sacred Fountain of Youth Inc.



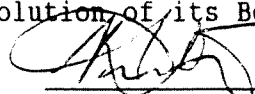
John W. Walden, President

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STATE OF UTAH

COUNTY OF WASATCH

On the 17 day of May, 1996, personally appeared before me John W. Walden, who being by me duly sworn did say that (s)he, the said John W. Walden is the President of Sacred Fountain of Youth Inc., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said Corporation executed the same.


NOTARY PUBLIC

My Commission Expires: 2/11/1998
Residing at: Heber

