

**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS,
& RESTRICTIONS FOR
Lake Point Estates Phase II
Lots 201-222**

RECITALS

THIS Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Declaration"), is made And executed as of the 11TH day of September, 2007, by Layton Land Partners, LLC and , hereafter referred to as the Developer, is the Owner of the following described property, herein after referred to as the "property", located in Tooele County, State of Utah, to wit:

All of Lake Point Estates Phase II Lots 201-222, according to the official Plat thereof recorded September 11, 2007, and on file with the Tooele County Recorder.

And it is the intention of the Developer to divide the Property into lots as shown on said plat, and to donate the streets as shown on said plat to the public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon or set forth herein and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

NOW, THEREFORE said Developer, hereby declares that all of the Property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, of all of which are declared and agreed to be in furtherance of plan for the subdivision. Improvement and sale of the property are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every lot or portion thereof, to prevent nuisances and secure to each of the lot owner the full benefit said enjoyment of his home. The acceptance of any deed to or conveyance of any part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions as follows, to wit:

1. COVENANTS, CONDITIONS, AND RESTRICTIONS

1.1 **BUILDING PERMIT REQUIRED.** No grading, excavation, building, fence, wall, residence or other structure of any kind, or alteration, shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications thereof along with a topographical plan showing the location of all improvements, which has been approved by The Architectural Review Committee and Tooele County be provided in accordance with Tooele County Building permit requirements.

1.2 **USE OF LOTS.** All Lots within the Subdivision shall be used only for the construction and occupancy of one family dwelling. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All Lots shall be used, improved and devoted exclusively for such single family residential use. No portion of dwelling excepting the entire primary residence shall be rented or offered for rent at any time. No professional, business or commercial use shall be made of any residence or lots, or any portion thereof nor shall any resident's use of lot endanger the health or disturb the reasonable enjoyment of any other resident.

1.3 **COMPLETION REQUIRED BEFORE OCCUPANCY.** No Building within the property shall be occupied until and unless the owner of such Building shall have completed the building in accordance with, and complied with, all approved plans, and specifications and a certificate of occupancy has been issued by Tooele County.

1.4 **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line than thirty

(30) feet there from; nor nearer than thirty (30) feet to the rear lot line; nor nearer than fifteen (15) feet to a side lot line. No house shall be built further than one hundred fifty (150) feet from the front property line as measured from the front lot line to the back of the house. No outbuildings, barns, or corrals shall be erected, nor shall any animals, except dogs, cats or other domesticated household pets, be housed, quartered, corralled or stabled any nearer than one hundred fifty (150) feet from any property line which borders a dedicated street, except that livestock may be permitted to pasture within that area. All of the foregoing measurements shall be made from the applicable lot line to the foundation, porch or other extension of such building, whichever is nearer to such lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another. Decks and porches, if covered, enclosed or raised above the natural elevation, shall be considered a building or part thereof.

1.5 CONSTRUCTION TIME. The construction time for the exterior portion of any structure shall not exceed eight (8) months from start to finish. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be undertaken.

1.6 CONSTRUCTION MATERIALS AND METHODS. All construction shall be of new materials, except that used brick may be permitted so long as it conforms with the building and subdivision ordinances of Tooele County, in effect from time to time. No log home kits shall be placed or erected on said property at any time or used as permanent residence. No manufactured homes shall be placed or erected on said property.

Any and all construction shall proceed in a manner as to not cause damage, harm or nuisance to neighboring lots or public street improvements or utilities. Construction materials and debris, including excavations and surplus dirt must be contained at all times and removed upon completion of all construction or eight months after the "start" date whichever is sooner. The construction site must be regulated by the Owner and it's contractors so as not to cause any erosion of native, undisturbed areas, both on and off the Owner's lot. Such debris and dirt shall not be permitted on any of the streets in the Subdivision.

1.7 LOT SIZE. Lot sizes as described on the recorded plat of the subdivision are considered minimum lot sizes and no person shall further subdivide any lot other than shown on the recorded plat of said subdivision.

1.8 HOME SIZE. The minimum total square footage of living area on the first level above ground and located within the area of a foundation for any residential dwelling constructed on any lot within the subdivision, exclusive of porches, balconies, patios, and garages, shall be no less than 1,800 square feet for a rambler/ranch style home and 3,000 square feet for a 2-story or multi-level style home. Homes may have basements and lower levels but are not required to. Homes must have an attached three-car garage, or more. The minimum square footage of the garage floor is 600 square feet. The doors must be in the front or side elevation of the home. For purpose of clarification a 3-car garage must have door(s) width for 3 cars to park side by side at the entrance in to the garage. Homes may have a double door and a single door or three single doors.

1.9 ARCHITECTURAL CONTROL. No building, out building, garage, stable, barn, fence, wall, pool or improvement shall be commenced, erected or maintained upon any lot, nor shall any exterior addition, change or alteration, or in the event of a casualty loss, any restoration, be made to the exterior portion of any residence until the plans and specifications showing the nature, kind, shape, height, materials, and location in respect with topography and adjacent lots and landscape plan therefore shall have been submitted to and approved in writing by the Architectural Control Committee.

Exposed mechanical units, such as antennas, satellite receiver, air conditioning units, etc. or any mechanical unit of every type located outside the structure shall be as located on the structure or on the lot in a manner as to minimize the visibility and intrusiveness to other homeowners.

1.10 FINISHES. No reflective finishes other than glass or hardware fixtures may be used on exterior finishes. Neutral/earth tones are strongly recommended. No bright colors will be approved for exterior finishes. Primary roof pitches shall be no less than 6/12. Architectural grade shingles are required on all structures that are built on each lot, unless approved by the Architectural Control Committee.

1.11 MASONRY. No residence shall be built with less than 25% brick, rock or stone on the exterior surface, unless otherwise approved by the Architectural Control Committee. The percentage will be determined by taking twenty-five (25) percent of the total exterior surface area of the home, including windows, doors, and garage

doors, but exclusive of roofs. Other materials may be used however NO Aluminum or vinyl siding will be allowed as an exterior surface.

1.12 DILIGENCE IN BUILDING. After the erection of any residence or other structure has begun, work thereon must be completed within a reasonable length of time. (Eight months shall be considered reasonable).

1.13 PETS, ANIMALS, ETC. No more than 2 livestock animals shall be kept on any of said lots. For purposes of these Protective Covenants, livestock such as horses, cows or other animals, or fowl shall be counted in animal units as defined by the Utah State Division of Water Rights. There will be no kennels allowed other than a dog run not to exceed 6' wide X 6' high X 12' long for household pets. All owners of pets or livestock shall provide adequate fences, pens, barn, or houses for such animals in order to keep them from straying onto other's property. All animals and their habitation shall be maintained so as not to be a nuisance, in accordance with Tooele County ordinances.

1.14 TEMPORARY OR OTHER STRUCTURES. No structure of a temporary nature, and no trailer, bus, basement, outhouse, tent, garage, or other buildings shall be used at any time as a residence either temporary or permanently. No old or second-hand structures shall be moved onto any of the said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new constructed of good quality, workmanship and materials. The lot shall not be used for storage purposes of any kind until an occupancy permit has been issued by Tooele County.

1.15 NUISANCES. NO use of firearms for any purpose or noxious or offensive activity, resulting in such occurrences as unreasonable noise, the creation of hazardous or unsafe conditions, or offensive odors other than those associated with agriculture activities (but specifically excluding feed lots, industries involved in producing agricultural products, kennels, the keeping of more than 3 dogs, which are more than four (4) months old; all of which are not permitted uses of the property.) 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 subdivision.

1.16 EASEMENTS AND DRIVEWAYS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. These easements shall in no way be interfered with, obstructed or otherwise encroached upon. The drive approach for each lot shall be installed at the time of construction by the buyer of the lot and follows the engineering cross section as shown on Exhibit "A" attached to this declaration. Only the permanent driveway locations may be used for access to the Owner's lot from the roadway both during and after construction. It is not permissible for lot owners to have unimproved driveways. At a minimum compacted road base must be installed from the county road to the residence. It is strongly recommended that the road base be eight (8) inches in depth if the road is not paved with asphalt or other hard surface material. Front easement and drainage swale shall be landscaped and maintained to the edge of asphalt, either with grass, shrubs or rock-scape by the homeowner no later than six (6) months after construction.

1.17 LANDSCAPING. A minimum of 5,000 sq. ft. residential/landscaped area is required for each lot, which shall include residential living space, garages, driveways, landscaping, orchards, fences, walls or pools. Within six (6) months after the completion of construction of any home upon a lot, the owner of such lot must have substantially completed the landscaping of the residential/landscaped area. Such landscaping shall include but shall not be limited to the preparation for the planting of lawn, grass or other appropriate ground cover, appropriate shrubbery and planting of at least two (2) trees in the front yard. Trees, lawns, shrubs, or other plantings placed on the property shall be properly nurtured and maintained. It is strongly suggested that drought resistant and minimum water required landscape be used. Should any lot owner fail to comply with the provisions of this section, the Architectural Control Committee shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof, and shall also have the authority, but without any obligation, to complete the landscaping and require the lot owner to pay a reasonable amount for such completion. All attorney's fees and costs incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on such lot owner's lot, and shall also be a personal obligation of said owner, enforceable by law, until such payment.

1.18 FENCING. Common fencing will be used throughout the development for all perimeter and interior lot lines. The developer will install 3-rail split rail cedar fencing in the back and sides of each lot or other materials

as may be required by Tooele County. These Fences are not to be removed and Individual lot owners will be responsible to maintain and replace fence as necessary after closing. Any additional fencing is the responsibility of each lot owner. Front fencing must be a minimum of ten (10) feet back from the front lot property line. The only other fencing materials that may be added or used in conjunction with the split rail fence is woven wire (a grid of 2 in. x 4 in. x 4 ft. high) and/or smooth electric wire. The homeowner may install additional appropriate fencing or privacy screening within the interior of their property.

1.19 UNSIGHTLINESS. Any lot, improved or unimproved shall be kept free of trash, weeds, rubbish and other refuse. Rubbish shall include but not be limited to bushes, weeds, household, automobile, camper, trailer, boats, agricultural equipment or parts thereof which are or have been in a state of disrepair or unassembled on any lot in view of the public. It is hereby agreed that in the event of default, the Developer hereby reserves the right, without obligation, to enter or contract to remove such rubbish and do all other things necessary to place the property in a neat and orderly condition. All attorneys' fees and cost incurred in any such action, and all expenses incurred in connection with such completion, shall constitute a lien on owner's lot, and shall also be a personal obligation of said owner, enforceable by law, until such payment therefore is made.

1.20 Oquirrh Mountain Water Company These Protective Covenants shall follow the Oquirrh Mountain Water Company requirements for use and service. Each Lot shall receive and be conveyed from developer upon closing 1 share of Oquirrh Mountain Water Company. This share will become appurtenant to that lot and may not be transferred or used at any other location. The water company will assess the stock when transferred and it will become assessable and subject to fees. The water is metered and will be subject to the rates and assessments charged by Oquirrh Mountain Water Company. Each share of stock in Lake Point Estates is equivalent to 1 acre-foot of water for indoor and outdoor use. It is intended that .45 acre feet will be used indoor and up to but not more than .55 acre feet will be used for outdoor uses. It is highly recommended that water conservation measures be used in choosing fixtures that use minimal water as well as landscape design that conserves water. Lots in Lake Point Estates Phase II may have low water pressure until the full water system is developed and connections are made to upper pressure zones. It is highly recommended to test the pressure of each lot at the meter prior to closing and construction and make necessary plans to boost the water pressure if the pressure is lower than desired.

1.21 PARKING. All motor vehicles stored on the lots visible from the streets shall be in running condition and properly licensed. Agricultural equipment, boats, and trailers shall be stored behind dwelling unit.

1.22 SEWAGE DISPOSAL. All sewage disposal for Dwelling Units and other buildings within the Property shall be by connection to Lake Point Improvement District and no septic tank shall be allowed. Each lot has been provided one sewer lateral. A copy of the as-built location is available upon request. Lot buyers should verify the exact location and depth prior to closing.

1.23 GARBAGE AND REFUSE DISPOSAL. No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such materials shall not be kept on any Lot except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during public collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of rubbish, leaves or trash within the Subdivision is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

1.24 SIGNS. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot. Provided, however, that the restrictions of this paragraph shall not apply to any sign or notice six square feet or smaller in size which states that the premises is for rent or sale. This section shall not apply to any sign used by Developer or its agents in connection with the original development and sale of Lots.

1.25 RESTRICTION ON FURTHER SUBDIVISION, PROPERTY RESTRICTIONS AND RE-ZONING. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no easement shall be conveyed or transferred by any Owner. No application for re-zoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use otherwise complies with the provisions of the Declaration.

1.26 OIL & MINING. There shall be at no time any type of mining or oil exploration or any other mineral, gravel product or other products.

1.27 POWER AND TELEPHONE LINES. All power and telephone lines must be placed underground from each house or other structure to the nearest transformer, pole or vault. No owner shall place or permit to exist any suspended overhead power or telephone lines of any kind.

2. MAINTENANCE

2.1 PURPOSE OF MAINTENANCE. In order to create, maintain and improve the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Subdivision, each Owner covenants and agrees to maintain its Lot in accordance with the terms of this Declaration.

2.2 MAINTENANCE OF DRAINAGE FACILITIES. Each lot Owner has a responsibility to ensure the continuous and uninterrupted flow of storm water within the drainage swales located on each side of the roadway, along certain side yard property lines and within certain areas of the "open space" as indicated on the plat map. The lot Owner shall be responsible for any damages suffered by other lot or adjacent property Owner's caused by any alteration of any drainage facilities within the subdivision.

2.3 MAINTENANCE OF THE FRONT YARD PUBLIC UTILITY EASEMENT. Each Owner shall be responsible to maintain the area of the public utility easement within and along the frontage of the Owner's lot. This maintenance shall include maintaining a reasonable smooth grade and clearing of debris.

2.4 REPAIR OF IMPROVEMENTS. No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, such building or structure shall be repaired or rebuilt or shall be demolished at the sole expense of the owner of such Lot, within a reasonable amount of time.

3. EASEMENTS

3.1 DRAINAGE AND PUBLIC UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities and other uses are reserved as shown on the Plat Maps. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels or easements. The easement area of each of the Lots and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3.2 DRAINAGE EASEMENTS. No Owner of a Lot shall interfere with the established points at which drainage easements enter and leave the Lot, nor the established course through the Lot.

3.3 TREES. Each lot owner is required to plant a minimum of two trees in the front yard. Other trees are encouraged, but may not be planted within the Front Yard Utility Easement.

3.4 NO FENCING IN FRONT YARD UTILITY EASEMENT. No fencing is allowed on the front property line or within the front yard public utility easement as indicated on the plat map. Fencing must be a minimum 10 feet back from the front lot line.

3.5 RESERVATION OF EASEMENTS. Developer further expressly reserves for itself, its agents, employees, easements of access, ingress and egress, over the Lots, for the purpose of maintaining, repairing and installing water and other utility lines, drainage structures, sewer pipelines and laterals if necessary, in accordance with the provisions of this Declaration, and as otherwise provided by law.

4. DEVELOPER'S EXEMPTION

Nothing contained in the Declaration shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient for the Development, marketing or sale of Lots within the Subdivision.

5. EACH OWNER IS BOUND BY THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THIS DECLARATION.

Each Owner, by their acceptance of a deed to a Lot, is deemed to have read and agreed to be bound by the terms and conditions of the Declaration.

6. DURATION, ENFORCEMENT, AMENDMENT

6.1 DURATION OF RESTRICTIONS. The covenants and restrictions contained herein shall run with and bind the land for a period of Fifty (50) years from the date his document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth. During the Developmental Phase (defined below), the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Developer or his successor or assigns by recorded instrument. The "Development Phase" shall be the time from the date of the recording of the Plat of Subdivision until such time as Developer transfers legal title to more than ninety percent (90%) of the number of lots (23) to bona fide purchasers.

Upon completion of the Development Phase, the covenants and restrictions contained herein may be amended by a recorded instrument signed by the owners of no less than seventy percent (70%) of the number of lots. No amendments after the completion of the Development Phase shall be made until a thirty-day (30) written notice of any such proposed amendment has been sent to every owner of any lot within the Property.

6.2 NOTICES. Any notice required under the provisions of this document to be sent to any lot owner shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner.

6.3 CONSTRUCTION SERVERABILITY. All other restrictions, covenants and conditions contained in this document shall be construed together. Invalidation of any one of said restrictions, covenants or conditions, or any part thereof, shall in no wise affect the enforceability or applicability of any of the remaining restrictions, covenants or conditions, or parts thereof.

6.4 VIOLATION CONSTITUTES NUISANCE. Every act or omission whereby any restriction, covenants or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriated legal action by the Developer or any owner or owners from time to time of any lot or portion of the Property. Remedies hereunder shall be deemed cumulative and not exclusive.

6.5 ENFORCEMENT. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Developer, and of the owner or owners from time to time of any lot, party

or portion of the Property. Each such restrictions covenant and condition shall insure to the benefit of and pass with each and every lot, part or portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, may be enjoined, abated or remedied by appropriate proceedings at law or in equity by the Developer or the owner or owners from time to time of any lot, part or portion of the Property shall be bounded and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

6.6 RIGHT TO ENFORCE. The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by the Developer, their legal representatives, heirs, successor and assigns, and failure by the Developer assigns, to enforce any of said restrictions, covenants or conditions shall in no event be deemed a waiver of the right to do so thereafter.

6.7 ARCHITECTURAL CONTROL. Layton Land Partners, LLC, 2885 South Main Street, Salt Lake City, Utah 84115, shall act as the Architectural Control Committee as set forth in these covenants. Prior to the commencement of any excavation, construction or remodeling of any structure or of any addition to any structure, there shall first be filed with the Architectural Control Committee the following:

(a) Site plan to scale showing all existing features and proposed development. Site plan shall include entire sq. ft. of residential use and landscaping and the total concept for the lot including home, garages, barns, corrals, and outbuildings.

(b) Two (2) complete sets of building floor plans to scale prepared by an architect or which have been professionally drafted, showing elevations of any and all structures and a description of all exterior materials and colors with samples.


No work shall commence unless and until the Architectural Control Committee Control shall endorse on one set of such plans, its written approval that such plans are in compliance with the covenants herein set forth and with the standards herein or hereafter established by said Committee pursuant hereto. Said Committee shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building or other structure so planned on the outlook from adjacent or neighboring property. The second set of such plans shall be filed as a permanent record with the Architectural Control Committee. In the event said Committee fails to approve or disapprove in writing any such plans within sixty (60) days after the submission thereof to the Committee, then such approval shall be deemed to have been given. The Developer shall have the right to appoint members or companies to the Architectural Control Committee until such time as title to more than ninety percent (90%) of all of the lots Lake Point Estates Phase II has been transferred by the Developer, the owner of a majority of lots, part or portions of the Property subject to these covenants shall elect and appoint members of the Architectural Control Committee which Committee shall thereafter be vested with the powers described herein and shall have jurisdiction over all of the property subject to those restrictions, covenants and conditions.

6.8 ACCEPTANCE OF RESTRICTIONS. All purchasers of property described above, or any portion thereof, shall be in acceptance of contracts or deeds for any lot or lots shown thereon or any portion thereof, thereby conclusively shall be deemed to have consented and agreed to all restrictions, conditions and covenants set forth therein.

6.9 ASSIGNMENT OF POWERS. Any and all rights and power of the Developer herein contained may be delegated, transferred or assigned. Wherever the term "Developer" is used herein, it includes Developer and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto executed this document this 11th day of September 2007

Developer:
Layton Land Partners, LLC

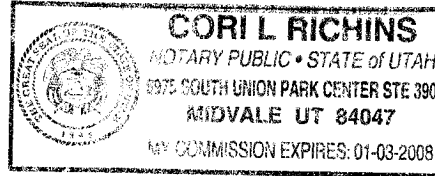


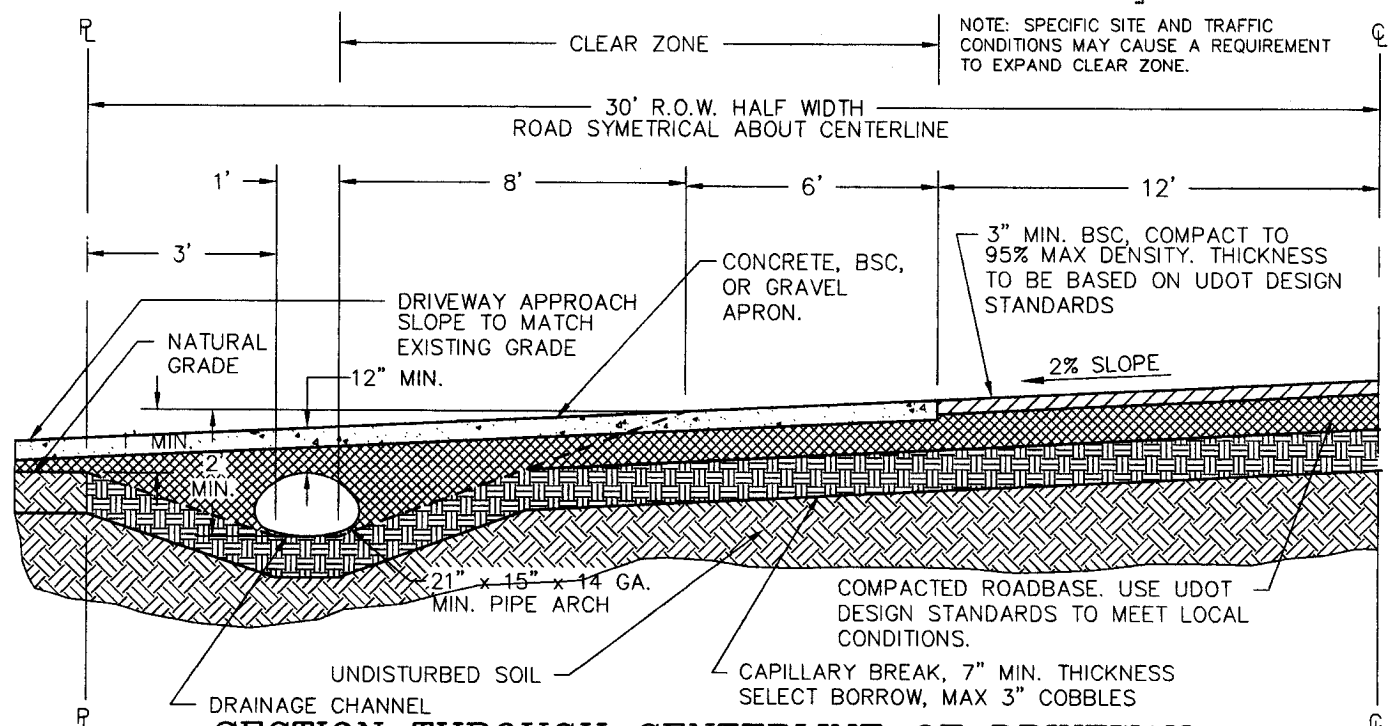
Adam Nash
Managing Member

STATE OF UTAH)
)ss
County of Salt Lake)

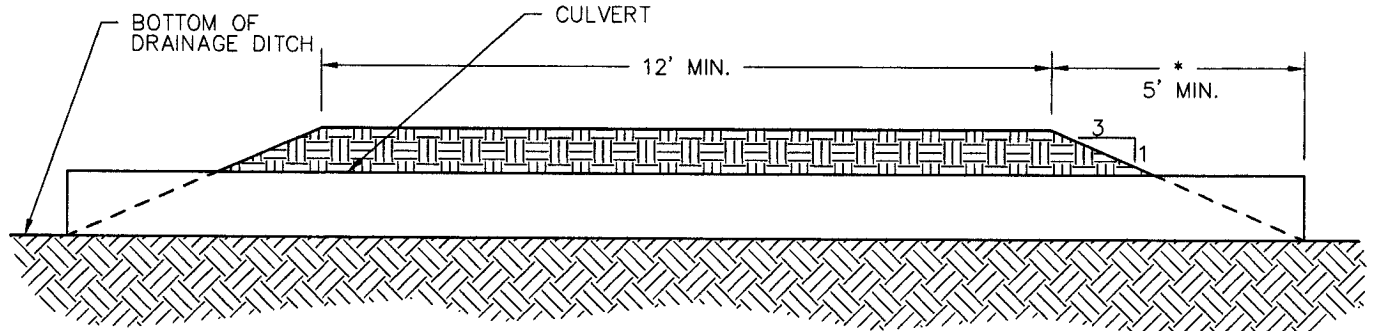
The foregoing instrument was acknowledged before me this 11th day of Sept., 2007 by Adam Nash, who is the Managing Member of Layton Land Partners, LLC, a Utah Limited Liability Corporation organized under the laws of the State of Utah, who acknowledged to me that the foregoing instrument was signed by him in behalf of said company.

My commission Expires: 1-3-2008
Notary Public Cori L. Richins
Residing at: SLCo, UT

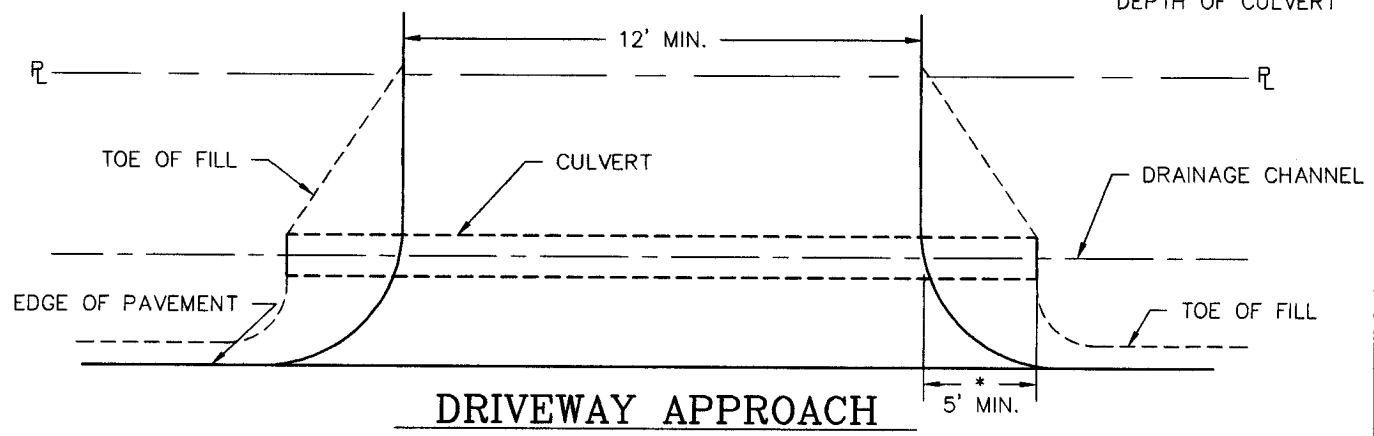




SECTION THROUGH CENTERLINE OF DRIVEWAY



* COULD VARY WITH DEPTH OF CULVERT



DRIVEWAY APPROACH

ROAD DETAILS
DRIVEWAYS

TOOELE COUNTY ENGINEERING
/S/ J. RAYMOND JOHNSON 9/11/01
Approval Date

Exhibit "A"