This form submitted by Fellow:
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DECLARATION OF TRUST CREATING THE _____ CABIN TRUST

Trust Agreement (the "Agreement") made and entered into effective as of this ____ day of _____, 2002, by and between _____, _____ , _____ and _____, herein collectively referred to as "Trustors" and also as the initial Trustees.

I. Trust Properties. Trustors hereby assign, transfer, convey and deliver to themselves as the initial Trustees that certain cabin property situated in _____, Utah ("Cabin"), more particularly described in Exhibit "A" which is attached hereto and incorporated by this reference.

Trustees acknowledge receipt of such property without any consideration moving from them.

With the consent of Trustees, Trustors or any other person may at any time transfer additional properties to the trust by inter vivos or testamentary transfer, to be administered in accordance with the provisions hereof.

II. Name of Trust. This trust shall be known as the _____ Cabin Trust. During the term of the trust, such name shall be used by the Trustees in referring to this trust and discharging their duties and responsibilities hereunder.

III. Purposes of Trust and Names of Beneficial Owners. The purposes of this trust are for the Trustees to receive legal title to the trust properties and during the term of the trust to protect, conserve and administer the trust properties for the use of the beneficiaries and beneficial owners hereof under the equity rules applied in Utah equity and probate courts. The initial beneficiaries of the trust and beneficial owners of the assets of the trust are the above named Trustors.

IV. Trust is Revocable by Trustors. At any time, and from time to time, as long as all the Trustors are living, such Trustors may alter, amend or revoke in whole or in part this trust. The interests of all beneficiaries shall vest on the date this Trust Agreement is executed and shall remain vested until the Trustors in such manner alter, amend or revoke this trust. Upon any effective revocation, Trustees shall distribute pursuant to the written directions of the Trustors.

Neither the remaining Trustors or any person on behalf of such Trustors may alter, amend or revoke in whole or in part this trust after the death of any one of the Trustors, or during any incompetency of any one of the Trustors, except as otherwise provided herein.

V. Term. The trust shall commence on the date of this agreement and shall continue for ninety (90) years, unless sooner dissolved and terminated under the provisions of this Agreement.

VI. Benefits. All of the assets of the trust shall be administered for the benefit of the beneficial owners of the trust and spouse of the beneficial owner of the trust, the lineal descendants of the beneficial owner of the trust and the spouses of such lineal descendants, under rules and procedures adopted by the Trustees. At any time, a majority of the Trustees may enact bylaws pertaining to the use, operating rules, protection, maintenance, development and the financing of the assets of the trust. Such bylaws may further specify remedies and/or procedures to be followed in the event any assessments or other requirements of the trust, or bylaws are not complied with. The bylaws may be amended at any time by a vote of the majority of the Trustees with voting by proxy considered valid.

VII. Distribution. Upon the completion of the term of the trust, Trustees shall sell, distribute or continue to administer the assets of the trust as directed by a three-fourths majority in interest of the beneficial owners of the trust at such time.

If the assets of the trust are sold upon termination of the trust or a distribution of the assets is made to the beneficial owners, such proceeds of sale or such assets shall be distributed in proportion to the ownership interests of such beneficial owners at such time.

VIII. Board of Trustees. The overall management and control of the affairs of the trust and setting of policy, including the setting of rules and regulations on the use and enjoyment of the recreational real property, shall be vested in a board of trustees. The trustees may be referred to as "Board of Trustees" or simply as "Trustees." All decisions by the Board of Trustees concerning the management and control of the trust and the assets of the trust shall be binding on the trust and each of the beneficial owners of the trust. The original Board of Trustees shall be composed of the Trustors, _____, _____, _____ and _____.

Each Trustor, his spouse (if any) and his lineal descendants may be referred to herein as "Family Unit." Upon the death or resignation of the first of the initial four Trustors and Trustees, the remaining three Trustees shall continue to serve as Co-Trustees, and a replacement Trustee shall not then be selected from the members of the Family Unit. However, upon the death or resignation of any initial Trustee after the death or resignation of the first Trustee to die or resign, the Family Unit represented by that Trustee shall have the right for a ninety-day period after such resignation, death or incapacity to designate a successor trustee to fill the remaining term of the former Trustee, which Trustee must be at least thirty (30) years of age. If offered to and rejected by all members of that Family Unit who are at least thirty (30) years of age or if there is no family member thirty (30) years of age or older, the Trustees may select a successor trustee

from among another Family Unit. Any Trustee who is not a member of the Family Unit he is representing may be removed at any time by a majority vote of the adult members of such Family Unit and replaced by a member of such Family Unit who is at least thirty (30) years of age.

In the event of any need for approval or other action by the Board of Trustees, the Trustees shall use their best efforts to respond within ten days of the date the Trustees are notified in writing of that need for approval or action; provided, however, that the failure of a Trustee to respond within thirty days of the notice which is delivered as set forth below shall be deemed approval by that Trustee.

IX. Major Decisions. No action shall be taken or sum expended or obligation incurred by the trust, the Board of Trustees or any managing agent concerning a matter within the scope of any of the major decisions, as defined below, unless the major decision shall first be approved by the Board of Trustees by a majority vote.

The major decisions shall include:

1. The acquisition of any additional real property assets to the trust other than those listed on Exhibit "A."

2. Acquiring any personal property having a cost in excess of $1,000.

3. Signing any lease, sublease, assignment, license or easement, or other arrangement involving the use or occupancy of the assets of the trust.

4. Making any capital improvement, repairs, alterations or changes in or to any part of the real property assets of the trust.

X. Managing Agent. The Board of Trustees shall have power and authority to appoint one or more Managing Agent(s) of the trust.

If appointed, the Managing Agent or Agents, at the expense of and on behalf of the trust, shall implement or cause to be implemented all decisions approved by the Board of Trustees, and shall conduct or cause to be conducted the ordinary and usual business and affairs of the trust under this agreement.

The Managing Agent or Agents shall maintain one or more bank accounts for the trust. All checks shall require the signature of both Managing Agents, if two are appointed, and if only one is appointed, by such Managing Agent and one of the Trustees.

The Managing Agent shall be responsible to maintain the books and records of the trust and cause any applicable tax returns or governmental reports to be filed.

A Managing Agent may be a Trustee, a beneficial owner or any other adult individual. The Managing Agent or Agents shall continue to serve until removed or replaced by the Board of Trustees, acting by a majority vote.

XI. Administration. The following provisions shall apply to the administration of the trust, which may be amended or modified by an amendment hereto or by bylaws as provided in Article VI above. Any of the duties of the Trustee set forth herein may be delegated to the Managing Agent(s).

1. Budget and Accounting. The Trustees shall by April 1 of each year prepare a budget estimating the funds needed for general maintenance of the Cabin, its repairs, necessary capital expenditures, payments of taxes, insurance, utilities, fees, etc., plus the maintenance of a reasonable reserve fund for the payment of such expenses. This reserve fund shall be in the amount of one-half of the prior year's total expenditures. By April 1 of each year, the Trustees shall also provide a list of income and disbursements for the previous year to all adult members of the Family Units.

2. Assessments. Based upon the proposed budget and projected income, the Trustees shall by April 1 of each year, either determine that no assessment for the current calendar year is necessary or assess to each of the Family Units twenty-five percent (25%) of the anticipated additional needed income for the current calendar year, said payment to be due on April 1 of that year. In the event of failure of Trustees to make an assessment in a year or determine that no assessment is necessary, the assessment for that year shall be the same as the previous year plus ten percent (10%). Each of the Family Units shall decide among themselves how any family assessment is to be satisfied.

3. Forfeiture. If a Family Unit fails to meet its full assessment by May 1 of a given year, a late payment fee of 10% of the amount of the assessment plus interest on the amount of the assessment at the rate of eight percent (8%) per annum shall be charged to the Family Unit, unless the Trustees decide otherwise. If a Family Unit fails to meet its full assessment within ____ months of the date of the assessment, that Family Unit forfeits its rights to the use of the Cabin for the rest of that given year unless the Trustees decide otherwise. If the forfeiture is enforced the other Family Units may obtain the forfeited rights of the nonpaying Family Unit by contributing the monies not paid by the nonpaying Family Unit.

4. Maintenance Projects. In addition to the financial obligation, the Trustees may assign reasonable projects to be accomplished by each Family Unit to maintain the Cabin (i.e. painting, oiling, minor repair, etc.). The performance of these projects by Family Unit members will help keep the annual assessments to a minimum. If a Family Unit does not fulfill their project goals, the Trustees shall have the right to hire outside firms or individuals to do that work and include the expense in that Family Unit's assessment the next year.

5. Use of the Cabin. The weekly or other periodic use of the Cabin shall be allocated on a fair and rotating basis among the Family Units as decided by the Trustees, preferably at least one year in advance.

6. Investments. The Trustees are empowered to invest the funds of the Trust in their reasonable discretion until needed for Cabin expenditures as provided above.

XII. Compensation. Unless otherwise agreed to by the Board of Trustees, no Trustee, Managing Agent or beneficial owner shall be entitled to receive any remuneration for services rendered to the trust. All direct expenses incurred by the Trustees, and the Managing Agents, in connection with the performance of their respective duties and responsibilities under this Agreement, shall be reimbursed by the trust and shall be a trust expense.

XIII. Transfer of Interest. Except as provided in this Agreement, no beneficial owner may directly or indirectly sell, lease, sublease, transfer, assign or otherwise transfer, mortgage, pledge or otherwise encumber any part of his or her interest in the trust without the prior written consent of the Board of Trustees.

A beneficial owner, however, may, without the consent of the Board of Trustees, transfer his or her beneficial interest in the trust during the lifetime of the beneficial owner or at the death of such beneficial owner to one or more of his or her lineal descendants or to his personal representatives or trustees, for the benefit of one or more of his lineal descendants. A beneficial owner shall have the power to exclude one or more of his or her lineal descendants from such a transfer. In the case of any such transfer at death, the transferee or transferees shall receive and hold the beneficial interest of the beneficial owner in such trust, subject to the terms of this Agreement and there shall be no further transfer of beneficial ownership interest between members of such family except in accordance with the terms of this Agreement.

If a beneficial owner dies and makes no provision in his or her will or other testamentary document for the transfer of his or her beneficial interest in the trust or for the benefit of his or her lineal descendants, the beneficial interest of such owner shall pass to lineal descendants of such deceased beneficial owner by right of representation, and if there are no then living lineal descendants, then to the siblings of such deceased beneficial owner by right of representation, and if there are no then living siblings, then to the descendants of Trustors by right of representation.

If a beneficial owner desires to sell his interest in the trust to any existing beneficial owner or any lineal family member of an existing beneficial owner, he or she shall first offer to sell such interest pro rata to those other beneficial owners in his or her Family Unit who desire to acquire such interest at the same price and on the same terms as any bona fide offer received by such beneficial owner from such proposed purchaser. In the event no beneficial owner in such Family Unit desires to purchase the interest, the beneficial owner who desires to sell must then offer to sell such interest pro rata to those of the other remaining beneficial owners who desire to

acquire such interest at the same price and on the same terms as any bona fide offer received by such beneficial owner from such proposed purchaser.

XIV. First Options on Sale of Assets. In the event the Board of Trustees or beneficial owners propose to sell the Cabin, they shall first offer to sell such property pro rata to those of the beneficial owners who desire to acquire such property at the same price and on the same terms as any bona fide offer received by the Board of Trustees or beneficial owners from such proposed purchaser.

XV. Powers of Trustees. The Trustees, as the appointed or elected representatives of the beneficial owners, shall have all of the powers of the beneficial owners subject to the terms and conditions set forth above. Except as limited above, Trustees shall have all powers conferred upon Trustees by law.

XVI. General. All notices under this Agreement shall be given by personal delivery or by mail to the addresses of the Trustees or beneficial owners as noted on the records of the trust.

This Agreement shall be governed by the laws of the State of Utah.

This Agreement shall inure to the benefit of and be binding upon the Trustees and beneficial owners and their respective successors and assigns.

This Agreement may be amended or modified by the vote of a three-fourths majority in interest of the beneficial owners; provided, however, no amendment shall be effective which eliminates, reduces or alters the right of first refusals set forth in Articles XIII and XIV, above.

To the extent permitted under law, the Trust shall be spendthrift and no principal or income payable under the Trust shall be subject to anticipation or assignment by any beneficial owner, or attachment by, or to the interference or control of, any creditor of a beneficial owner in satisfaction of any debt or liability of such beneficial owner, prior to its receipt by the beneficial owner.

To the extent permitted under law, each beneficial owner shall have the power to renounce or disclaim, in whole or in part, any ownership interest or other right he or she may have under this Agreement. Any renounced or disclaimed ownership interest shall pass or be distributed as provided in Article XIII above.

IN WITNESS WHEREOF, the undersigned have executed this Trust Agreement on the day and year first above written.

TRUSTORS:

_____

_____

_____

_____

TRUSTEES:

_____

_____

_____

_____

EXHIBIT "A" TO
_____ CABIN TRUST

The initial property contributed to the Trust is the following described real property situated in _____ County, Utah: