

When recorded mail to:

United Time Share Trust
9101 W. Sahara Ave.
Suite 105-134
Las Vegas, Nevada 89117

TRUST

DO NOT REMOVE

This is part of the official document.

§ 11-480. Requirements for form of instruments

A. Only an instrument which upon presentation to a county recorder for recordation fails to meet any of the following conditions may be rejected for recordation at the time of presentation for recordation:

4. Effective January 1, 1991, each instrument shall be no larger than eight and one-half inches in width and no longer than fourteen inches and shall have a print size no smaller than ten point type.

5. Effective January 1, 1991, each instrument shall have at least a one-half inch margin across the bottom and the left and right sides from the top to the bottom. The first page shall have a top margin of at least two inches of vertical space from left to right and shall be reserved for recordation and return address information.

CONTACT THE RECORDER'S OFFICE IF YOU NEED FURTHER INSTRUCTIONS

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TITLE PAGE NOTICE:

UNITED TIME SHARE TRUST

THIS DECLARATION OF TRUST IS EXECUTED
IN THE UNITED STATES OF AMERICA
AND SHALL BE INTERPRETED AND CONSTRUED
AS TO THE RULES OF COMMON LA W
NOTICE OF DECLARATION:

Be it known to all men by these presents that this entity is an irrevocable true Trust. The entity here formed may function as any class of person(s) or any entity whose form may appear to reflect certain application patterns of other Structures, Trusts or any lawfully permitted relationship created to conduct business or enter contracts. This Trust has a Trustor and a Board of Trustees as may numerically exist with a minimum of one (1). In application, this Trust may use an Also Known As (aka) or Doing Business As (dba) fictitious name.

Holders of Certificates of Beneficial Interest, present or future, possess no capacity to direct Trust affairs or Trust Corpus.

All entities associating with the Trust shall look only to the funds and property of the Trust for payment or satisfaction of any debt, claim, tort, judgment, decree, etc.,

The Instrument with NOTICE OF DECLARATION acts to evidence and establish all requisites of this Trust, as such, this Settlement is agreeable to all parties of interest.

Trust domicile shall be as on the first page of this Instrument displays. All Trust correspondence shall direct to said address until such time as heretofore may change.

Subscribed and Affirmed: I, BEVERLY HAYNES, as Trustor, place into action the Trust known as UNITED TIME SHARE TRUST with a Corpus of at least twenty-five dollars (\$25.00 U.S.) with other good and valuable consideration. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to my best knowledge and belief.

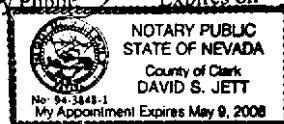
Beverly Haynes
Trustor

ACKNOWLEDGEMENT:

On this day before me personally appeared BEVERLY HAYNES, who is personally known to me (or proved to me on satisfactory evidence) to be the person whose name is subscribed to the foregoing Declaration of the UNITED TIME SHARE TRUST Indenture and acknowledged the same to be his free voluntary act and deed for the uses and purposes therein.

07/04/02
Date

David S. Jett
Notary Public Expires on



0004 167 001 313

IF RECORDED, RETURN TO:

United Time Share Trust
9101 W. Sahara Ave.
Suite 105-134
Las Vegas, Nevada 89117

Space Above For Recorder's Use

Clark County }
STATE OF NEVADA } an affirmed & subscribed affidavit:

This Trust Indenture is agreeable to all parties and entered into this fourth day of July, 2002.

**DECLARATION
OF THE
UNITED TIME SHARE TRUST**

THIS TRUST SHALL BE INTERPRETED AND CONSTRUED
UNDER THE LAWS OF A
COMPETENT JURISDICTION WITHIN THE
UNITED STATES OF AMERICA

NOW THIS INSTRUMENT'S creation is in pursuance, desire and consideration of the premises STATED HEREIN as follows:

WHEREAS the Trustor desires to place into action this Trust Instrument with certain property in Trust, and;

WHEREAS the Trustee is willing to accept and administer such property as Trustee under the terms of this indenture, and;

NOW THEREFORE intending to be legally bound hereby, Trustor and Trustee do covenant and agree as follows:

from time to time by resolutions of their Board of Trustees covering contingencies as they arise and recorded in the minutes of their meetings, or by their own rules or regulations, as deemed expedient and consistent with the orderly conduct of business.

Resolutions of the Board of Trustees authorizing a special thing to be done, unless specifically denied by this instrument, shall be evidence that such act is within its power. Anyone lending or paying money to the Board of Trustees shall not be obliged to see to the application thereof. All funds paid into the treasury are and become a part of the corpus of the Trust.

12.3 Name or Title of Trust

The name or title of the Trust is on the first page of this Trust Instrument. This title/name shall be considered a Trust trademark, insignia, label and seal.

12.4 Signature in Seal

All business, documents, accounts, books, records, etc., shall be in the Trust name when executed by the Board of Trustees. Use of a Trust seal to impress, affix, or otherwise reproduce its image in seal is permissible.

12.5 Governing Law

The rules of common law govern this Trust.

12.6 Identification

For a legal method of distinguishing the Trust, the Trustor shall secure an identification number from the Internal Revenue Service. Those that interface with the Trust shall in no way confuse or commingle said identification number with that of the Trustor or the Trustee(s) of this trust.

12.7 Gender, number, person

As used in this instrument, the masculine, feminine, or neuter gender and the singular or plural number and proper verb also includes the others where the statement context or sense may so indicate. The terms; Trustee, person, or officer, shall include either a natural person, a legal person, or other entity.

We, the undersigned, do hereby certify that we executed this Irrevocable Trust Agreement as the Trustor and Trustee(s), respectively. We further certify that the above instrument was executed of our own voluntary will and volition on the date shown below.

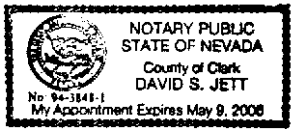
Beverly Haynes
Trustor

Beverly Haynes
Trustee

STATE OF NEVADA
COUNTY OF CLARK

On 07/04/02 before me, the undersigned, a Notary Public in and for said State, personally appeared Beverly Haynes, and _____ personally known (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature David S. Jett
Name David S. Jett
(typed or printed)



MEMORANDUM

ADDENDUM A-2

to

UNITED TIME SHARE TRUST

**NOTICE
DECLARATION OF TRUST
ACCEPTANCE BY TRUSTEE**

As this Instrument instructs, the ACCEPTANCE OF THE TRUST BY THE TRUSTEE:

I accept the position of United Time Share Trust's Trustee by the submitted signet in seal. I am capable with full and legal capacity to accept said position. I accept all Trust property and agree to hold, conserve, maintain, improve, administer, manage, and distribute all Trust properties and affairs and agree to abide by the Trust's Instrument instructs.

Under the Trust Instrument, I reserve the right to resign from this position at any time.

Accepting Trustee: *Beverly Haynes*
BEVERLY HAYNES
(typed or printed name)

On this date, I, under authorization of the Board of Trustees, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to my best knowledge and belief.

07/04/02
Date

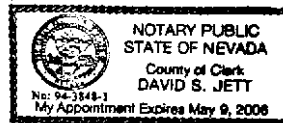
Beverly Haynes
For The Board

STATE OF NEVADA
COUNTY OF CLARK

On 07/04/02 before me, the undersigned, a Notary Public in and for said State, personally appeared Beverly Haynes personally known (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: *David Jett*
Name: David Jett
(typed or printed)



United Time Share Trust

No. 1

Units 1,000

This is a trust. The articles creating it vest control of its affairs in trustee(s) acting under a declaration of trust and reference to which is hereby made. Such articles provide that the entire trust assets shall be charged with payment of all its liabilities, and exempts the trustees and unit holders from all personal liability for the same.

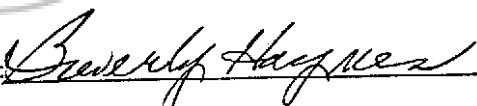
This certifies that: **BEVERLY HAYNES**

is the holder of 1,000 fully paid units in United Time Share Trust, which he holds subject to an agreement and declaration of trust, dated the 4th day of July, 2002, and hereby referred to and made a part of this certificate, of which all persons dealing with this trust shall take notice.

The units of the Trust are of the par value of ten dollars (\$10.00 USD) each. No transfer hereof will affect the Trust until this certificate has been surrendered and the transfer recorded upon its books.

Dated: 07/04/02

Trustee:



Beverly Haynes

(Printed Name of Trustee)

COPY

118919

FILED FOR RECORDING
AT THE REQUEST OF

Beverly Haynes

2002 OCT 4 PM 3 15

LINCOLN COUNTY RECORDER
FEE \$24.00 DEP
LESLIE BOUCHER RD