

**WHEN RECORDED, RETURN TO:**

Ski American Flag, Inc.  
c/o Miller Vance & Thompson, PC  
2200 N. Park Avenue, Suite D200  
P.O. Box 682800  
Park City, Utah 84068  
Attention: Natalie Segall

**00723358** BK01673 PG00360-00380  
ALAN SPRIGGS, SUMMIT CO RECORDER  
2005 JAN 18 11:14 AM FEE \$59.00 BY GGB  
REQUEST: MILLER VANCE & THOMPSON

**DECLARATION OF SKI ACCESS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH**

This Declaration of Ski Access Covenants, Conditions and Restrictions for Certain Lots in American Flag Subdivision, Deer Valley, Utah (the "Declaration"), is made and entered into on this 31<sup>st</sup> day of December, 2004, by and between Ski American Flag, Inc., a Utah nonprofit, membership corporation (the "Association"), and the undersigned Owners of lots within the American Flag Subdivision (the "Owners") (as hereinafter defined).

**I. PURPOSE OF COVENANTS, CONDITIONS, AND RESTRICTIONS.**

It is the intention of the Owners specified herein that the Association shall provide such facilities and services as may be required for the purpose of providing ski-in/ski-out access to residences within and upon the Properties (as hereinafter defined). The Owners will become Members (as hereinafter defined) upon recordation of this Declaration in the office of the Summit County Recorder, State of Utah, and intend that their successors in interest automatically become Members upon receipt of ownership of any Lot. The Owners hereby declare that the Properties, and each of them, are held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, and improved, and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan referred to herein and are further declared to be for the benefit of the Properties and each of them, and for each Owner of the same. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Owners, their successor and assigns, and to all parties hereafter owning any interest in the Properties or any of them.

**II. DEFINITIONS.**

2.1 **Founding Members:** "Founding Members" means those members of Ski American Flag, Inc., a Utah nonprofit, membership corporation, who contributed money in the initial stages of the ski lift project. A list of the Founding Members is attached hereto as Exhibit "A."

2.2 **Lot:** "Lot" means any parcel of property encompassed within or comprising the "Properties."

2.3 **Members:** "Members" means the members of Ski American Flag, Inc., a

Utah nonprofit, membership corporation.

2.4 Owners: "Owners" means the owners of all right, title, and interest in any Lot.

2.5 Properties: "Properties" means those Lots of the American Flag Subdivision located in Deer Valley, Summit County, Utah, which are more accurately described in Exhibit "B" attached hereto and incorporated herein by reference. Additional parcels of property may become part of the Properties after (a) the owners of those lots become Members in accordance with the Association's Bylaws; and (b) said owners execute this Declaration, as it may be amended and supplemented from time to time, and record said Declaration in the Offices of the Summit County Recorder on their Lot.

### III. SKI AMERICAN FLAG, INC.

3.1 General Purpose and Powers: The Association has been formed and incorporated as a Utah nonprofit, membership corporation to perform functions as provided herein, and to further the common interests, as they relate to ski-in/ski-out access, of all Owners of Lots which may be subject in whole or in part, to any or all of the provisions, covenants, conditions, and restrictions contained herein. The Association shall be obligated to assume and perform all functions and obligations imposed upon it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any amended Declaration. The Association shall have all powers necessary to effectuate these purposes. The Association shall not engage in commercial, profit-making activities.

3.2 Membership in Ski American Flag, Inc. Membership in the American Flag Homeowners Association does not automatically grant membership in the Ski American Flag, Inc. Association. All persons owning any Lot as defined in Section 2.2 above may become Members of the Ski American Flag Association upon recordation of this Declaration in the Office of the Summit County Recorder, against their Lot and upon full payment of an initial assessment amount set by the Association's Board of Trustees and as detailed in the Association's Bylaws, as they are amended from time to time, and paragraph 3.3 below. All persons who thereafter acquire ownership of any Lot, by whatever means, shall automatically become Members of the Association in accordance with its Articles of Incorporation and Bylaws of the Association as presently in effect and as the same may be duly amended from time to time.

3.3 Founding Members Membership in Ski American Flag, Inc. All Founding Members as listed on Exhibit "A" to this Declaration, have contributed and paid for most

and/or all costs associated with the initial construction, installation, maintenance, and related costs of the ski-in/ski-out trails and ski lift. The Founding Members shall have the right to seek reimbursement of their initial expenses, on a pro-rata basis, from those Members who sign and record this Declaration subsequent to the initial recording date as set forth above. The Association's Board of Trustees, as elected pursuant to the Association's Bylaws, shall maintain an updated accounting of contributions from the Founding Members, and as monies come in from new Members, the Trustees shall distribute on a pro-rata basis according to each Founding Member's initial contribution, the appropriate amount of reimbursement. Additionally, new Members shall be required to pay an initial assessment, set by the Board of Trustees, to join the Association.

3.4 Authority to Levy and Collect Assessments. Any validly imposed assessment by the Association shall constitute a lien against the Lots. The Association shall have the right to foreclose such lien when any such assessment remains unpaid for a period of more than ninety (90) days from the date the assessment was levied, together with interest at the rate of eighteen percent (18%) per annum, compounded annually. The lien of the Association against any Lot shall have priority from the date that the first Notice of Lien on a specific Lot is recorded in the Office of the Summit County Recorder, and is subordinate to any previously recorded liens or encumbrances filed against that Lot, specifically including any purchase money mortgage or deed of trust. Notwithstanding, the lien rights of the Association, the obligation to pay assessments is also a personal obligation of the Owner of each Lot.

#### IV. SKI RUN AND SKI LIFT EASEMENTS AND LICENSES

4.1 Easements. Certain of the undersigned Owners have conveyed to the Association, perpetual, non-exclusive easements for the purpose of providing rights-of-way for the installation, operation, and maintenance of the ski-in/ski-out trails and a ski lift by the Association. The easements further provide that those Members who have been granted revocable licenses from the Association, may use the ski-in/ski-out trails and ski lift.

4.2 Licenses. The Association hereby grants to each Member, and said Members' houseguests, a revocable license to access and use the Association's ski lift, ski lift trails, and associated improvements. The Association may revoke any Members' license for failure to comply with this Declaration, the Association's Bylaws, or the any rules and regulations the Association or a local, state, or federal government or regulatory agency imposes concerning the operation and/or maintenance of the ski lift and/or ski-in/ski-out trails. No Owner shall attempt to prohibit a licensed Member or the Member's houseguests from use of the ski-in/ski-out trails or ski lift. The ski trails and ski lift shall not be used for commercial purposes. The Association shall have the right to prosecute

for trespassing anyone using the ski-in/ski-out trails and/or ski lift who is not a Member or a houseguest of a Member.

V. GENERAL RESTRICTIONS ON ALL LOTS

5.1 Bylaws and Rules and Regulations. No Owner of any Lot shall violate the Bylaws of the Association or any of its Rules and Regulations as the Association may adopt such Bylaws and Rules and Regulations from time to time. No such Rules or Regulations shall be established which violate or exceed the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by any Owner thereof.

VI. ENFORCEMENT

6.1 Enforcement and Remedies. The obligations, provisions, covenants, conditions, and restrictions contained in this Declaration with respect to the Association or Lots shall be enforceable by the Association or by any Owner of any Lot by a proceeding for a prohibitive or mandatory injunction for violations other than nonpayment of assessments but only the Association may pursue legal action to collect unpaid assessments. If court proceedings are instituted in connection with the rights of enforcement and remedies in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection herewith, including reasonably attorney's fees.

6.2 Protection of Encumbrances. No violation or breach of any provision, condition, restriction, covenant contained in this Declaration or any Supplement or Amendment thereto, and no action to enforce the same, shall defeat, render invalid, or impair the lien of any mortgage, or deed of trust in taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplement or Amendment thereto, except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors, and assigns.

6.3 Limited Liability. No Member of the Association, no officer of the Association, and no manager or other employee of the Association shall be personally liable to any Owner, Member, or any other person including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, any manager or employee of the Association or any committee, committee member or

officer of the Association; provided, however, the limitations set forth in this Section shall not apply to any person who has failed to act in good faith or has engaged in willful or intentional misconduct.

## VII. INSURANCE

7.1 Scope of Coverage. The Association may obtain, at the election of the Members of the Association, and to the extent reasonably available, the following insurance coverage. Such coverage may be changed by the Members from time to time in their sole and absolute discretion;

7.2 Property Insurance. Property insurance on the ski lift insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the ski lift, as determined by the Board. However, the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property (less reasonable deductibles), exclusive of the land, excavations, foundations and other items normally excluded from a property policy;

7.3 General Liability Insurance. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the ski lift and ski-in/ski-out trails and other associated portions of ski lift system which the Association is obligated to maintain under this Declaration. The General Liability Insurance may be obtained by the Owner of Lot 41 (on which the ski lift has been installed); provided, however, that the cost of such General Liability Insurance, and any additional costs of any claims made under such policy shall be shared equally among all Members of the Association. Insurance proceeds paid out under a General Liability Insurance policy obtained by the Owner of Lot 41 covering the ski lift, ski-in/ski-out trails, and associated property, and the use thereof by Members and their houseguests, shall be adjusted by the Owner of Lot 41, and the insurance proceeds shall be payable first to the Owner of Lot 41, and not to any Mortgagee.

7.4 Worker's Compensation Insurance. If an employee is needed to operate the ski lift, the Association shall carry Worker's Compensation Insurance to the extent necessary to meet the requirements of applicable law;

7.5 Other Insurance. Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Members;

7.6 Insurance Provisions. Each insurance policy purchased by the Association shall, to the extent reasonably available, contain the following provisions:

7.6.1 The insurer issuing such policy shall have no rights of subrogation with respect to claims against the Association or its agents, servants or employees, or with respect to claims against Members or Owners;

7.6.2 No act or omission by any Member or Owner will void the policy or adversely affect recovery on the policy;

7.6.3 The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Members or Owners;

7.6.4 A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner, Member, or houseguests of a Member because of the negligent acts of the Association or other Owners, Members, or Members' houseguests;

7.6.5 Statement naming the Association as the insured (and if reasonably possible, the Owner of each Lot as additional insureds); and

7.6.6 For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify any Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

7.7 Certificates of Insurance. An insurer which has issued an insurance policy under this Article shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Member, Owner or Mortgagee. Any insurance obtained pursuant to this Article shall not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association and to each Member, Owner and Mortgagee to whom certificates of insurance have been issued.

7.8 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Declaration shall be included in the budget of the Association and shall be paid by the Association.

7.9 Payment of Insurance Proceeds. With respect to any loss to the ski lift, ski-in/ski-out trails, and associated property covered by property insurance obtained by the Association, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any Mortgagee. Subject to the provisions of Section 7.10, the proceeds shall be disbursed for the repair or restoration of the damage to the ski lift, ski-in/ski-out trails, and associated property.

7.10 Repair and Replacement of Damaged or Destroyed Property. Any portion of the ski lift, ski-in/ski-out trails, and associated property which are damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire ski lift, ski-in/ski-out trails, and/or associated property is not repaired or replaced, insurance proceeds attributable to the damaged ski lift, ski-in/ski-out trails, and associated property shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall, as the Board shall determine in its sole and exclusive discretion, either: (i) be retained by the Association as an additional capital reserve; (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the votes in the Association; or (iii) shall be distributed to Members on a pro-rata basis.

## VIII. DAMAGE OR DESTRUCTION

8.1 Association as Attorney in Fact. Each Member hereby irrevocably constitutes and appoints the Association as such Member's true and lawful attorney-in-fact in such Member's name, place, and stead for the purpose of dealing with the ski lift, ski-in/ski-out trails, and associated property upon damage or destruction as provided in this Article. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Member which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

8.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the ski lift, ski-in/ski-out trails, and associated property, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the ski lift, ski-in/ski-out trails, and associated property so damaged or destroyed. "Repair and reconstruction" as used in this Article VIII means restoring the damaged or destroyed property to restore to as near its original condition as possible in which they existed prior to the damage or destruction.

8.3 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed ski lift, ski-in/ski-out trails, and associated property. As attorney-in-fact for the Members, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Member shall be necessary.

Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

8.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to this Declaration and the Association's Bylaws, levy, assess, and collect in advance from all Members without the necessity of a special vote of the Members, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

8.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from any Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Members in proportion to the contributions each Member made as a Special Assessment to the Association, or, if no Special Assessments were made, then to Members in proportion to their respective Lots.

8.6 Notice to Eligible Mortgagees. The Association shall give timely written notice to any holder of any eligible mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the ski lift, ski-in/ski-out trails, and associated property.

#### IX. GENERAL PROVISIONS

9.1 Duration of Declaration. Any provision, covenant, condition or restriction contained in this Declaration or any Supplement or Amendment thereto which is subject to Utah's statutory or common law rule against perpetuities shall remain in full force and effect for the period of fifty years or until this Declaration is terminated as hereinafter provided, whichever first occurs; provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration executed by the Owners of at least ninety percent (90%) of the Lots then subject to this Declaration, this Declaration shall continue automatically for an additional ten (10) years.

9.2 Amendment or Revocation. At any time while any provision, covenant, condition, or restriction contained in this Declaration or any Supplement or Amendment



thereto is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than 90% of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes said instrument.

9.3 Severability. Invalidity or unenforceability of any provision of this Declaration or of any Supplement or Amendment thereto in whole or in part shall not affect the validity or enforceability of any other provision of valid and enforceable part of a provision of this Declaration.

9.4 Captions. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision, restriction, covenant, or condition contained in this Declaration.

9.5 No Waiver. Failure to enforce any provision, restriction, covenant, or condition in this Declaration or in any Supplement or Amendment thereto shall not operate as a waiver of any such provision, restriction, covenant, or condition, or of any other provision, restriction, covenant, or condition.

9.6 Venue/Jurisdiction. The internal laws of the State of Utah shall govern the validity, construction, and enforceability of this Declaration or any Supplement or Amendment thereto, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Declaration or any Supplement or Amendment thereto, shall be in the courts of Summit County, Utah.

9.7 Gender and Number. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

9.8 Counterparts. This Declaration may be executed with multiple counterpart signature pages.

9.9 Attorney's Fees. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Declaration, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein.

IN WITNESS WHEREOF, the Association and the Owners have executed this DECLARATION OF SKI ACCESS COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH as of the date first written above.

*Signatures and acknowledgments of the Members of the Association approving and adopting the DECLARATION OF SKI ACCESS COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH are attached hereto and recorded herewith.*



SKI AMERICAN FLAG, INC.

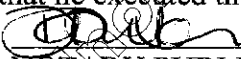


James B. Upchurch, Trustee  
Upchurch Living Trust  
U/A/D 12/14/90  
Founding Member and Trustee  
Owner, AF Lot #92

**ACKNOWLEDGEMENT**

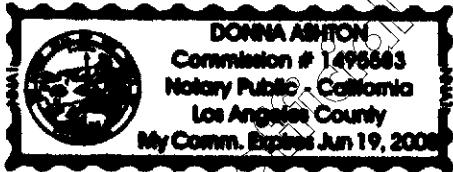
STATE OF CALIFORNIA            )  
  :SS  
COUNTY OF LOS ANGELES    )

The foregoing DECLARATION OF SKI ACCESS COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG  
SUBDIVISION, DEER VALLEY, UTAH was acknowledged before me this 25 day of  
AUGUST, 2004 by James B. Upchurch, Trustee of the Upchurch Living Trust,  
U/A/D 12/14/90, duly acknowledged to me that he executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
JUNE 19, 2008

Residing at:  
LOS ANGELES, CALIFORNIA





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

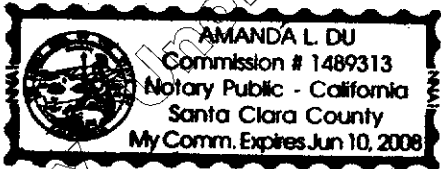
County of San Mateo } ss.

On December 8 before me, Amanda L. Du  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Val E. Vaden  
Name(s) of Signer(s)

personally known to me  
 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.

Amanda L. Du  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**  
Declaration of Ski Access Covenants, Conditions, And Restrictions  
Title or Type of Document: For Certain Lots In American Flag Subdivision, Deer Valley, Utah

Document Date: Dec. 8, 2004 Number of Pages: 20 (not including this page)

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Val E. Vaden

- Individual
- Corporate Officer — Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Founding Member and Trustee Owner, AF Lot #37

Signer Is Representing: SKI AMERICAN FLAG, INC.



**BK1673 PG0373**

SKI AMERICAN FLAG, INC.

*[Signature]*

American Flag 42, LLC  
By: Gary Bosstick  
Its: Manager  
Founding Member  
Owner, AF Lot #42

American Flag 42, LLC  
By: Ed Altman  
Its: Manager  
Founding Member  
Owner, AF Lot #42

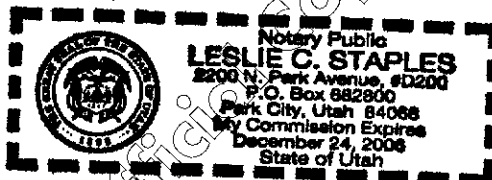
**ACKNOWLEDGEMENTS**

<sup>Utah</sup>  
~~STATE OF CALIFORNIA~~ )  
<sup>San Diego</sup> )  
COUNTY OF ~~SAN DIEGO~~ )

The foregoing DECLARATION OF SKI ACCESS COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH was acknowledged before me this 7<sup>th</sup> day of September, 2004, by Gary Bosstick, the Manager of American Flag 42, LLC, who duly acknowledged to me that he executed the same.

*[Signature]*  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )



The foregoing DECLARATION OF SKI ACCESS COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004, by Ed Altman, Manager of American Flag 42, LLC, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

BK1673 PG0374

SKI AMERICAN FLAG, INC.

Debra Kasirer  
Kasirer Yeladim Holdings, LLC  
By: Debra Kasirer  
Its: Managing Member  
Founding Member  
Owner, AF Lot #90

**ACKNOWLEDGEMENT**

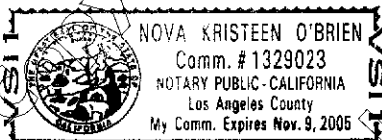
STATE OF CALIFORNIA )

:SS

COUNTY OF LOS ANEGLES )

The foregoing DECLARATION OF SKI ACCESS COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH was acknowledged before me this 26<sup>th</sup> day of August, 2004, by Debra Kasirer, Managing Member of Kasirer Yeladim Holdings, LLC, who duly acknowledged to me that he executed the same.

[Signature]  
NOTARY PUBLIC



**BK1673 PG0375**

DECLARATION OF SKI ACCESS COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN LOTS IN AMERICAN FLAG SUBDIVISION, DEER VALLEY, UTAH

PAGE 16 OF 21









**EXHIBIT "A"**

Founding Members of Ski American Flag, Inc.

Robert J. Shay  
Upchurch Living Trust, U/A/D 12/14/90  
Val E. Vaden  
American Flag 42, LLC  
Kasirer Yeladim Holdings, LLC  
Randall and Patricia Lahn  
Randall and Patricia Lahn  
Arnold N. Levin and Beverly C. Levin  
1997 Revocable Trust, U/A/D 8/12/97

Lot 41  
Lot 92  
Lot 37  
Lot 42  
Lot 90  
Lot 38  
Lot 39  
Lot 36

**EXHIBIT "B"**

**The Properties**

The Owners of Lots 36, 37, 38, 39, 41, 42, 90 and 92 of the American Flag Subdivision, according to the official plat thereof on file and of record in the office of the Recorder of Summit County, Utah shall be included as the Founding Members of Ski American Flag, Inc.

The Owners of Properties commonly known as Lots 28, 29, 30, 31, 35, 40, 43, 44, 88, 89, 91, 92 and 93 of the American Flag Subdivision, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, shall be eligible for membership in Ski American Flag, Inc. by following the terms and conditions for such membership set forth in the Declaration.