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ENT 60441:2006 PG 1 of 15  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 May 16 3:13 pm FEE 87.00 BY SN  
RECORDED FOR SARATOGA SPRINGS CITY

**BY-LAWS  
OF  
LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located in Saratoga Springs, Utah, but meetings of Members and Directors may be held at such places within the State of Utah as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1.** "Association" means LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC., its successors and assigns.

**Section 2.** "Association Areas and Facilities" means all real property owned and set aside for the common use and enjoyment of the Members.

**Section 3.** "Declarant" means WARDLEY/WDF-AY, L.L.C., a Delaware limited liability company, and its successors and assigns.

**Section 4.** "Declaration" means the Supplemental Declaration of Covenants, Conditions and Restrictions of Lakeside at Saratoga Springs applicable to the properties and recorded in the Office of the Utah County Recorder, State of Utah.

**Section 5.** "Lot" means any lot as shown on the subdivision plat map filed with the Utah County Recorder with respect to the Project.

**Section 6.** "Member" means each of those persons entitled to membership in the Association as provided in the Declaration.

**Section 7.** "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8.** "Project" means the planned unit development project constructed on that certain real property described in the Supplemental Declaration of Covenants, Conditions and Restrictions of Lakeside at Saratoga Springs, recorded in the Office of the Utah County Recorder, and which real property is shown on the drawing attached hereto as Exhibit "A," and incorporated herein by reference.

**Section 9.** All other references used, but not otherwise defined herein, shall have the meanings defined in the Declaration.

### **ARTICLE III** **MEETINGS OF THE MEMBERS OF THE ASSOCIATION**

**Section 1. Annual Meetings:** An annual meeting of Members shall be held at the Project on the last Friday in April, or at such other time not more than thirty (30) days before or thirty (30) days after such date, as may be designated by written notice of the Board of Directors, or its designate, delivered to the Members not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the Board of Directors, financial reports shall be given and such other business shall be conducted as may be properly presented.

**Section 2. Special Meeting of the Members:** Special meetings of the Members may be called at any time by written notice signed by a majority of the Board of Directors, or by one-half (1/2) of the Members, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project, and the notice thereof shall state the date, time and matters to be considered.

**Section 3. Quorum:** A quorum for the transaction of business at a Member's meeting shall consist of a majority of all the Members. If a quorum is not present at a Member's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than two (2) days, and no later than thirty (30) days, after the time set for the original meeting. A quorum for the transaction of business at the rescheduled meeting shall be 25% of all the Members.

**Section 4. Voting at Meeting of Members:** At any meeting of Members, each Member shall be entitled to one vote for the Member's lot,. Any Member may attend and vote at such meeting in person or by agent duly appointed in writing signed by the Member and filed with the Board of Directors. Where there is more than one record Member for any lot, any or all such Members may attend any meeting of the Members, but they must act unanimously in order to cast the vote to which they are entitled. The Board of Directors may accept the vote cast by any one of the record Members of a lot, unless such vote is objected to by any of the other record Members of such lot, and any disagreement between such record Members shall be resolved among themselves; provided, however, that if the record Members are unable to resolve the disagreements among themselves and act unanimously, the Board of Directors shall not accept the votes of such Members.

**Section 5. Notices:** Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed (1) to each such person at the address given by such person to the Board of Directors or Manager for the purpose of service of such notice, or (2) to the address of the Lot, if no address has been given to the Board of Directors or the Manager. Such address may be changed, from time to time, by notice in writing to the Board of Directors or Manager.

**Section 6. Proxies:** At all meetings of Members, each Member may vote either in person or by proxy. All proxies shall be in writing duly signed and dated by the voting Member and filed with the Secretary of the Association. Every proxy shall be revocable either in writing or personal appearance and shall be automatically void upon conveyance by the Member of that Member's lot.

**Section 7. Control by Declarant:** Notwithstanding any other provision herein to the contrary, the Declarant shall have the sole voting rights for any purpose whatever in the governing and operating of the Association until the earlier of:

- a. 120 days after the date by which ninety percent (90%) of the lots in the Project have been conveyed to lot purchasers; or
- b. January 1, 2016.

#### **ARTICLE IV** **SELECTION AND TERM OF THE BOARD OF DIRECTORS**

**Section 1. Number:** The affairs of this Association shall be managed by a Board of three (3) Directors who shall be Members of the Association.

**Section 2. Term of Office:** At the first annual meeting the Members shall elect one (1) Director to serve for a term of one (1) year; one (1) Director to serve for a term of two (2) years; and one (1) Director to serve for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) Director for a term of three (3) years.

**Section 3. Removal:** Any Director may be removed from the Board, with or without cause, by a majority vote of the voting Members of the Association. Upon the death, resignation or removal of a Director, a successor Director shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**Section 4. Compensation:** No Director shall receive compensation for any service the Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

**Section 5. Action Taken Without a Meeting:** The Board of Directors shall have the authority to take any action in the absence of a meeting which the Directors could take at a meeting by obtaining the written waiver and approval of all of the Directors. Any action so approved shall have the same force and effect as though taken at a meeting of the Directors.

## **ARTICLE V** **NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination:** Nomination for election to the Board of Directors shall be made either (a) by a Nominating Committee, or (b) from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one (1) or more voting Members of the Association. The Nominating Committee shall be specified and appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Director as it shall, in its discretion, deem proper.

**Section 2. Election.** Elections to the Board of Directors shall be by secret written ballot, unless all of the Members present elect otherwise. At such elections the voting Members or proper proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.

**ARTICLE VI**  
**MEETING OF BOARD OF DIRECTORS**

**Section 1. Regular Meetings:** Regular meetings of the Board of Directors may be held monthly, or at least once every three (3) months, at such place and hour as may be fixed, from time to time, by resolution of the Board.

**Section 2. Special Meetings:** Special meetings of the Board of Directors shall be held when called by (a) the President of the Association, or (b) by any two (2) Directors, after not less than three (3) days written notice to each Director.

**Section 3. Quorum:** A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority of the Directors present at a duly called and constituted meeting shall represent an of the entire Board of Directors.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers:** The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use of the Association Areas and Facilities by the Members and their guests, and to establish penalties for any infraction thereof; and

b. immediately suspend the voting rights and right to use of the Association Areas and Facilities of a Member during the entire period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from any other infraction of published rules and regulations; and

c. exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

d. declare the office of a member of the Board of Directors to be vacant in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ and arrange for compensation of a manager, a professional management company, an independent contractor, and employees as it deems necessary, and to prescribe their duties.

**Section 2. Duties:** It shall be the duty of the Board of Directors to:

a. cause to be kept a complete record of all its acts and the affairs of the Association and to make available upon request a copy thereof to the Members at the annual meeting of the Association; and

b. supervise all officers, managers, agents and employees of the Association, and to assure that their duties are properly performed; and

c. as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and

(ii) send written notice of any assessment to every owner subject thereto at least thirty (30) days in advance of the annual assessment; and

(iii) foreclose any lien against any property for which assessments are not paid or bring an action at law against the owner personally, as authorized by the Declaration; and

d. issue, or to cause to be issued, upon demand by any voting Member, a written statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any statement. If a

signed statement verifies that an assessment has been paid, such statement shall be conclusive evidence of payment; and

e. acquire and maintain adequate liability and hazard insurance on the Association Areas and Facilities ; and

f. require all officers, managers and employees having fiscal responsibilities to be bonded, and to obtain officers' and directors' liability insurance, as the Board may deem appropriate; and

g. cause the Association Areas and Facilities to be maintained; and

h. take all other actions directed or permitted in the Declaration.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices:** The officers of the Association shall be one or more of the following: President, Vice-President, Secretary, Treasurer, and such other officers as the Board of Directors may, from time to time, create by resolution. Any director may also serve concurrently as an officer.

**Section 2. Election of Officers.** The election of the officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term:** The officers of the Association shall be elected annually by the Board and each shall hold office of one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine necessary.



**Section 5. Resignation and Removal:** The Board may remove any officer from office, with or without cause. Any officer may resign at any time upon giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, and unless otherwise specified to make it effective.

**Section 6. Vacancies:** A vacancy in any office may be filled by appointment from the Board of Directors. The officer appointed to such vacancy shall have all of the powers of the appointed office and shall serve for the remainder of the term of the officer replaced.

**Section 7. Multiple Offices:** Except for the offices of President and Secretary, the same person may hold more than one office.

**Section 8. Duties:** Except as otherwise determined by the Board of Directors, the duties of the officers are as follows:

#### **President**

The President shall: preside at all meetings of the Board of Directors and Members and shall assure that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall co-sign all checks and promissory notes shall appoint, remove and fix the compensation of all managers, agents and employees of the Association subject to approval by the Board of Directors; shall enforce these By-Laws; and shall perform all of the duties and obligations required or established by law as incident to the office of President.

#### **Vice-President**

The Vice-President shall act in the absence or inability of the President, rendering and performing all duties of the President with full authority, and shall exercise and discharge such other duties as may be required of him by the President.

### **Secretary**

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the President. The Secretary shall receive and attend to all correspondence and perform all of the duties and obligations incident to the office of Secretary.

### **Treasurer**

The Treasurer shall: receive and deposit in appropriate bank accounts the money of the Association and such funds as directed by the President or by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Notwithstanding any provision in this Article VIII to the contrary, the Board of Directors may arrange with a manager or professional management company, on such terms determined by the Board of Directors, to assume and to perform some or all of the management duties set forth herein, including but not limited to record-keeping responsibilities and the collection and disbursement of Association money.

## **ARTICLE IX** **COMMITTEES**

The Association may appoint a Management Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the requirements and purposes of the Association.

**ARTICLE X**  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by voting Members. The Declaration, Articles of Incorporation and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI**

**Indemnification**

Any person made a party to or involved in any civil, criminal or administrative action, suit or proceeding by reason of the fact that this person or his or her testator or intestate is or was a director, officer, or employee of the Association shall be indemnified by the Association against expenses reasonably incurred by him or her or imposed on him or her in connection with or resulting from the defense of such action, suit, or proceeding and in connection with or resulting from any appeal thereon, except with respect to matters as to which it is adjudged in such action, suit or proceeding that such officer, director, or employee was liable to the Association for gross negligence or misconduct in the performance of his or her duty. As used herein, the term "expense" shall include all obligations incurred by such person for the payment of money, including without limitation attorney's fees, judgments, awards, fines, penalties, and amounts paid in satisfaction of judgment or in settlement of any such action, suit, or proceedings.

A judgment or conviction whether based on plea of guilty or nolo contendere or its equivalent, or after trial, shall not of itself be deemed an adjudication that such director, officer or employee is liable to the Association for gross negligence or misconduct in the performance of his or her duties. Determination of the rights of such indemnification and the amount thereof may be made at the option of the person to be indemnified pursuant to procedure set forth, from time to time, in the Bylaws, or by Order of any Court having jurisdiction over the Association. Any such determination that

a payment by way of indemnity should be made will be binding upon the Association. Such right of indemnification shall not be exclusive of any other right which such directors, officers, and employees of the Association and the other persons above mentioned may have or hereafter acquire, and without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any Bylaw, Agreement, vote of Members, provision of law, or otherwise in addition to their rights under this Article. The provisions of this Article shall apply to any member of any committee appointed by the Board of Directors as fully as though each person had been a director, officer or employee of the Association

## **ARTICLE XII** **SEAL OF THE ASSOCIATION**

The seal of the Association, if the Board of Directors chooses to adopt a seal, shall be in such form as selected by the Board of Directors.

## **ARTICLE XIII** **AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the voting Members upon the vote of a majority of a quorum of Members present in person or by proxy.

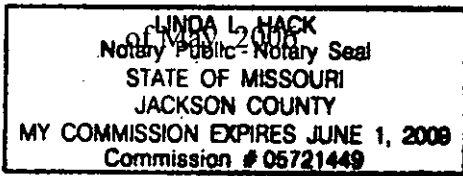
**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

These By-Laws shall be interpreted according to the laws of the State of Utah.

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

IN WITNESS WHEREOF, the undersigned President of LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC., has hereunto set my hand this 10th day



*Linda L. Hack*  
*May 10, 2006*  
\_\_\_\_\_  
President

CERTIFICATION

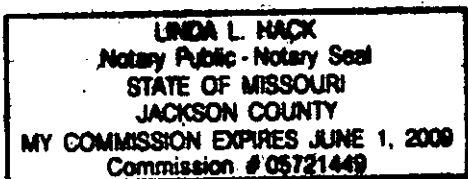
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Association, an Association created within the State of Utah; and;

THAT the foregoing By-Laws constitute the original By-Laws of LAKESIDE AT SARATOGA SPRINGS HOMEOWNERS, INC., as adopted at a meeting of the Board of Directors thereof, held on the 10th day of May, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 10th day of May, 2006.

\_\_\_\_\_  
Secretary



*Linda L. Hack*  
*May 10, 2006*

# SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Registered Professional Land Surveyor, and that I hold certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat for the purpose of a plat amendment. I further certify that all lots have been correctly surveyed and staked on the ground.

## BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located North  $0^{\circ}12'14''$  East 907.67 feet along the Section line and East 3029.30 feet from the Southwest Corner of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running:

- thence North  $84^{\circ}59'10''$  East 158.16 feet;
- thence South  $27^{\circ}32'32''$  East 73.31 feet;
- thence South  $39^{\circ}09'50''$  East 94.89 feet;
- thence South  $44^{\circ}24'38''$  East 220.22 feet;
- thence South  $37^{\circ}18'30''$  East 123.24 feet;
- thence South  $26^{\circ}05'56''$  East 129.28 feet;
- thence South  $6^{\circ}02'31''$  West 145.17 feet;
- thence South  $19^{\circ}25'13''$  West 312.76 feet;
- thence South  $5^{\circ}03'28''$  West 279.42 feet;
- thence South  $8^{\circ}44'48''$  East 320.65 feet to the east line of Shorewood Drive;
- thence Northwesterly 528.76 feet along the arc of a 312.00-foot radius non-tangent curve to the right (center bears North  $23^{\circ}08'34''$  East and the long chord bears North  $26^{\circ}08'13''$  West 485.36 feet, through a central angle of  $81^{\circ}26'25''$ ), along said east line;
- thence North  $14^{\circ}34'59''$  East 355.49 feet along said east line;
- thence Northwesterly 543.11 feet along the arc of a 528.00-foot radius tangent curve to the left (center bears North  $75^{\circ}25'01''$  West and the long chord bears North  $14^{\circ}53'05''$  West 519.48 feet, through a central angle of  $58^{\circ}56'08''$ ), along said east line;
- thence North  $44^{\circ}21'09''$  West 157.41 feet along said east line;
- thence Northwesterly 96.48 feet along the arc of a 228.00-foot radius tangent curve to the left (center bears South  $45^{\circ}38'51''$  West and the long chord bears North  $56^{\circ}28'30''$  West 95.76 feet, through a central angle of  $24^{\circ}14'41''$ ), along said east line;
- thence Northwesterly 22.10 feet along the arc of a 15.50-foot radius tangent curve to the right (center bears North  $21^{\circ}24'10''$  East and the long chord bears North  $27^{\circ}45'05''$  West 20.27 feet, through a central angle of  $81^{\circ}41'30''$ ), along said east line to the east line of Centennial Boulevard;
- thence North  $13^{\circ}05'40''$  East 56.03 feet along said east line;
- thence Northerly 11.26 feet along the arc of a 628.00-foot radius tangent curve to the left (center bears North  $76^{\circ}54'20''$  West and the long chord bears North  $12^{\circ}34'50''$  East 11.26 feet, through a central angle of  $1^{\circ}01'39''$ ), along said east line to the point of beginning.

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Parcel contains: 265,054 square feet or 6.08 acres, 17 lots.

SEPT 8, 2005

Date

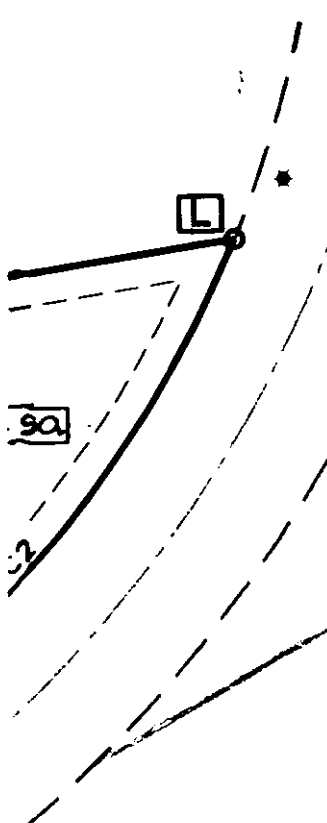
Patrick M. Harris  
License no. 286882

## OWNER'S DEDICATION

Know all men by these presents that we, all of the undersigned owners of all of the property described in the Surveyor's Certificate hereon and shown on this Map and subject to any conditions and restrictions stated hereon, have caused the same to be subdivided into lots, private streets and easements and do hereby dedicate to the Lakeside at Saratoga Springs Homeowner's Association, Inc.; Utility easements are dedicated to the town of Saratoga Springs for utilities including natural gas, telephone, cable tv, water, sanitary sewer and drainage purposes. In witness hereof we have hereunto set our hands this 12<sup>th</sup> day of

September, A.D. 2005.

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## ACCEPTANCE BY LEGISLATIVE BODY

The town of Saratoga Springs, Utah County, state of Utah, approves this subdivision subject to the conditions and restrictions stated hereon and shown on this Map and subject to any conditions and restrictions stated hereon, and hereby accepts the dedication of all

# SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Registered Professional Land Surveyor, and that I hold certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat for the purpose of a plat amendment and vacation. I further certify that all lots have been correctly surveyed and staked, on the ground.

## BOUNDARY DESCRIPTION

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A parcel of land, to be subdivided, situated in the Southeast Quarter of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the westerly line of Fairway Boulevard which is located North  $0^{\circ}12'14''$  East 686.83 feet along the Section line and South  $89^{\circ}47'46''$  East 319.32 feet from the Southwest Corner of Section 1, Township 6 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence South  $44^{\circ}21'09''$  East 78.54 feet along said westerly line of Fairway Boulevard;  
thence Southerly 485.51 feet along the arc of a 472.00-foot radius tangent curve to the right (center bears South  $45^{\circ}38'51''$  West and the long chord bears South  $14^{\circ}53'05''$  East 464.39 feet, through a central angle of  $58^{\circ}56'08''$ ), along said westerly line to and along the westerly line of Shorewood Drive;  
thence South  $14^{\circ}34'59''$  West 355.49 feet along said westerly line of Shorewood Drive;  
thence Southerly 315.31 feet along the arc of a 428.00-foot radius tangent curve to the left (center bears South  $75^{\circ}25'01''$  East and the long chord bears South  $6^{\circ}31'19''$  East 308.23 feet, through a central angle of  $42^{\circ}12'35''$ ), along said westerly line;  
thence South  $44^{\circ}54'07''$  West 76.09 feet;  
thence North  $50^{\circ}30'32''$  West 243.68 feet;  
thence North  $45^{\circ}11'21''$  West 803.41 feet;  
thence North  $54^{\circ}48'48''$  East 846.76 feet to the point of beginning.

Parcel contains: 550,672 square feet or 12.64 acres, 55 lots.

NOVEMBER 3, 2005

Date



Patrick M. Harris  
License no. 286882

## OWNER'S DEDICATION

Know all men by these presents that we, all of the undersigned owners of all of the property described in the Surveyor's Certificate hereon and shown on this Map and subject to any conditions and restrictions stated hereon, have caused the same to be subdivided into lots, private streets, open space and easements and do hereby dedicate to the Lakeside at Saratoga Springs Homeowner's Association, Inc.; Utility easements are dedicated to the town of Saratoga Springs for utilities including natural gas, telephone, cable tv, water, sanitary sewer and drainage purposes. In witness hereof we have hereunto set our hands this 28<sup>th</sup> day of November, A.D. 2005.

