

BY-LAWS OF
SHADOWCREEK HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS OF
SHADOWCREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION

Section 1. **Name and Location.** The name of this Corporation is SHADOWCREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to in these By-Laws as the "Association" or the "Corporation.") The principal place of business and mailing address of the Corporation is 11836 Belair Road, Kingsville, Maryland 21087. Said principal office may be changed by the Board of Directors at any time and from time to time. The Corporation is a non-profit, non-stock corporation organized under the laws of the State of Maryland. The Corporation may have such other offices within or without the State of Maryland as the Board of Directors or the Members may from time to time designate. This Corporation shall be the Association described in the Declaration (hereinafter defined).

Section 2. **Applicability.** These By-Laws and each provision thereof shall be applicable to all Lots and Owners within the community known as Perry Hall Farms Community, situate in Baltimore County, Maryland, and further described in the Declaration.

ARTICLE II.
DEFINITIONS

Section 1. **"Association"** means Shadowcreek Homeowners Association, Inc., its successors and assigns.

Section 2. **"Articles of Incorporation"** means the Articles of Incorporation of the Association filed with the Maryland State Department of Assessments and Taxation, as the same may be amended from time to time.

Section 3. **"Declaration"** means that certain Declaration of Covenants, Conditions and Restrictions dated 2001, recorded in the Land Records of Baltimore County, Maryland, and any declaration amendatory or supplementary thereto.

Section 4. **"Manager"** or **"Management Agent"** means that person, company or other entity retained by the Association to provide maintenance and management services (including the collection and disbursing of Association funds as directed by the Association) for the Association.

Section 5. **Other Capitalized Terms.** Any other capitalized term used in these By-Laws shall have the same meaning set forth in the Declaration except where said meaning is clearly inappropriate.

ARTICLE III. **MEETING OF MEMBERS**

Section 1. **Place of Meetings.** Meetings of the Members shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 2. **Annual Meetings.** There shall be an annual meeting of the Members of the Association held each year on such date and at such time as the Board of Directors may determine in any month January through May. If the Board of Directors fails to set a date for the annual meeting in any year, then such meeting for that year shall be held at 8:00 p.m. on the third (3rd) Wednesday of April. At the annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article IV, Section 1 of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members representing at least twenty percent (20%) of the total Membership entitled to vote having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each meeting or special meeting, stating the purpose thereof as well as time and place where it is to be held, to each Member of the Association at least ten (10) days but not more than ninety (90) days prior to such meeting. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. **Quorum.** The presence, either in person or by proxy, of Members entitled to cast one-tenth (1/10) of the votes of each class of Members shall constitute a quorum for the transaction of business at all meetings of Members unless a greater number is provided by the Declaration, Articles of Incorporation or these By-laws.

Section 6. **Adjourned Meetings.** If any meeting of Members cannot be organized because a quorum is not present or represented, the Members who are present or represented, either in person or by proxy, may, adjourn the meeting from time to time until the quorum established by these By-Laws or the quorum prescribed by general corporate law shall be present or represented.

Section 7. **Voting.**

1. Each Class A Member shall be entitled to cast one (1) vote per each Lot owned. Class B Members shall be entitled to cast three (3) votes per each Lot owned by the Class B Member in accordance with the provisions of the Declaration. The majority vote of the Members, voting in person or by proxy, at any meeting duly called, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

2. The vote for any Lot which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such Lot is noted at such meeting. In the event the co-Owners of any Lot who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Membership shall be cast on any question, then such vote shall not be counted for purposes of deciding that question. In the event that the Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association prior to the meeting. In the event the Lot is owned by a trustee or a partnership, then the vote for any such Lot may be exercised by any trustee or partner thereof, as the case may be, unless any objection or protest by any other such trustee or partner is noted at such meeting. Unless an objection is duly noted at the meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No vote may be divided into fractional votes on any question.

3. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, if the books or management accounts show such Member to be more than sixty (60) days delinquent in any payment of Assessments or other permitted charges due the Association.

Section 8. **Proxies.** A Member may appoint any other Member or the Declarant or the Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in a form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms or by statute, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary, by the death of the Member, or by conveyance of the Lot to which the Membership is appurtenant.

Section 9. **Order of Business.** The order of business at meetings of the Members shall be as follows:

1. Roll call and certification of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.

4. Reports of officers, if any.
5. Reports of committees, if any.
6. Election or appointment of inspectors of election.
7. Election of Directors.
8. Unfinished business. 9. New business.

In the case of a special meeting, only items (1) and (2) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE IV. **DIRECTORS**

Section 1. **Number.** The affairs of the Association shall be managed by a Board of Directors consisting of an uneven number of not less than three (3) nor more than seven (7) persons which number may be increased or decreased from time to time by a majority vote of the Board. Directors shall be Members of the Association. Notwithstanding the foregoing, until the expiration of the Development Period, the Board of Directors shall consist of three (3) persons who need not be Members of the Association and shall be designated by the Declarant and they shall hold office until their successors are duly elected and have qualified.

Section 2. **Powers.** The Board of Directors shall have all the powers not reserved to the Members of the Association as may be necessary for the administration of the affairs of the Association, including, but not limited to, the power:

1. to declare a position of the Board of Directors to be vacant if the member occupying such position (i) shall be absent without good cause from three (3) consecutive meetings of the Board of Directors; (ii) is delinquent in the payment of Assessments for a period in excess of thirty (30) days; (iii) is in violation of any provisions of the Declaration or these By-Laws or any rule or regulation of the Association for a period in excess of thirty (30) days; (iv) is incapable of performing the duties of a member of the Board or is guilty of malfeasance in his position such as theft, or the commission of a civil or criminal act adverse to the Association.

2. to promulgate, adopt and enforce such rules and regulations (including imposition of penalties for violations thereof) as may be deemed proper respecting the use, occupancy and maintenance of the Lots, the Association's real and personal property, if any, and the Property, all of which shall be consistent with law, the Declaration and these By-Laws;

3. to promulgate, adopt and enforce such architectural standards and guidelines (including imposition of penalties for violations thereof) as may be proper for the

Preservation, enhancement, protection and maintenance of the scheme of development; and

4. to properly exercise for the Association of all powers, duties and authority delegated to the Association as more fully in the Declaration and not reserved to the Membership by any other provision of law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 3. **Duties.** The Board of Directors shall have the duty to administer the affairs of the Association not otherwise directed to be administered by the others, including, but not limited to, the duty:

1. to care for and maintain the Association's Common Areas and other real and personal property in a manner consistent with the law, the Declaration and these By-Laws;

2. to establish and collect Assessments and/or permitted charges from the Members and to establish and/or enforce liens therefore in a manner consistent with law, the Declaration and these By-Laws;

3. to designate, direct, supervise, hire, and/or dismiss any and all personnel or independent contractors, including a management agent, necessary for the good working order of the Association, for the proper care of the Association's property, and for services for the Association in a manner consistent with law, the Declaration and these By-Laws;

4. to cause to be kept a complete record of all the Board's act and the corporate acts of the Association; and

5. to properly exercise for the Association of all powers, duties and authority delegated to the Association as more fully provided in the Declaration and not reserved to the Membership by any other provision of law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 4. **Term of Office.** The Members may elect Directors for a term of one year, two years or three years, and staggered terms are permitted. The Board of Directors first established by the home Owners shall by resolution, set the terms and established the staggered terms of the Board.

Section 5. **Vacancies.** Vacancies on the Board caused by any reason other than the removal of a Director, including an increase in the number of Directors, shall be filled by vote of the majority of the remaining or existing Directors, even though they may constitute less than a quorum; each person so elected shall be a Director until a successor is elected by the Members at the next annual meeting.

Section 6. **Removal.** After the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by a majority vote of all the Members of the Association at any annual or special meeting duly called for such purpose. Prior to the first annual meeting of the Association, any Director may be removed from the Board, with or without cause, by the Declarant.

Section 7. **Compensation.** After the Development Period (as defined in the Declaration), the Corporation may pay compensation to its Members, Directors and officers for services rendered to the Association (other than volunteer service as a member of the Board of Directors which shall be without compensation), only upon approval of two thirds (2/3rds) of the entire Membership. During the Development Period, the Corporation may pay compensation to the Directors constituting the original Board of Directors, upon an affirmative vote of a majority of the original Board. Notwithstanding the foregoing, Members, Directors and officers shall be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties or for authorized expenses paid by them on behalf of the Association.

Section 8. **Organizational Meeting.** The first meeting of a newly elected Board shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the entire Board shall be present.

Section 9. **Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined by a resolution of Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given at least annually to each Director and all Members, personally or by mail or telephone.

Section 10. **Special Meetings.** Special meetings of the Board may be called by the President of the Board on three (3) days' notice to each Director, given personally or by mail or telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Section 11. **Waiver of Notice.** Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board no notice shall be required and any business which may properly come before the Board at such meeting may be transacted.

Section 12. **Quorum.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the

Directors present and voting at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. **Action Without Meeting.** Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 14. **Fidelity Bonds.** The Board shall require that all officers, agents and employees of the Association handling or responsible for association, corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V. **OFFICERS**

Section 1. **Designation.** The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, or a Secretary Treasurer all of whom shall be elected by the Board and none of whom shall be related by marriage or otherwise. Prior to the first annual meeting of Members, the officers of the Association need not be Members of the Association. Thereafter, all officers of the Association shall be Members of the Association. The officers of the Association may also be officers, agents, or employees of the Declarant.

Section 2. **Election of Officers.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal of Officers.** Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

Section 4. **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the Membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have custody of the seal of the Association; he shall have charge of the Membership transfer books and of such other books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. **Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Board.

Section 8. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person.

Section 9. **Compensation.** No remuneration shall be paid to any officer for services performed by him for the Master Association unless approved by a vote of two thirds (2/3rds) of the Members.

ARTICLE VI.

MANAGEMENT

Section 1. **Common Expenses.** The Association, acting by and through its Board, shall manage, operate and maintain the affairs of the Association and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall payout of the common expense fund provided for herein, the following:

1. The cost of providing water, sewer, recycling and trash collection, electrical and other necessary utility services, if any, for the Association's real and personal property.

2. The cost of directors' and officers' liability, fire, and extended liability insurance for the Association's real and personal property and the cost of such other insurance as the Association may effect, or deem appropriate.

3. The cost of the services of a person or firm to manage the Association together with the services of such other personnel as the Board shall consider necessary for the operation of the Association.

4. The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association.

5. The cost of painting, maintaining, replacing, repairing and landscaping the Association's real and personal property and such furnishings and equipment as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire same; PROVIDED, HOWEVER, that nothing herein contained shall require the Association to paint, repair or otherwise maintain any Lot or any fixtures, appliances or equipment located therein belonging to the Owner thereof, such maintenance being the sole responsibility of the Owner or occupant thereof.

6. The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the Association and its property.

Section 2. **Management Agent.** The Association may, by contract in writing, delegate any of its ministerial duties, powers or functions to a Management Agent. The Association and the Board shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 3. **Execution of Association Documents.** With the prior authorization of the Board, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time authorized by the Board of Directors.

ARTICLE VII. **FINANCES**

Section 1. **Fiscal Year.** The fiscal year of the Association shall be from January 1 through December 31 of each year unless a different fiscal year shall be determined by the Board of Directors.

Section 2. **Books and Accounts.** Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Association and its administration and shall specify the maintenance and repair expenses of the Association's real and personal property and services, and of any other expenses incurred. The amount of any Assessment required for payment of any capital expenditures of the Association shall be credited upon the books

of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 3. **Inspection of Books.** The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Association, attorneys representing any of the Members, and to any first Mortgagee of any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests, as they may appear.

ARTICLE VIII. AMENDMENT AND APPROVALS

Section 1. **Amendments by Members.** These By-Laws may be amended at a regular or special meeting of the Members duly called for such purpose, by a majority vote of those Members present or represented at such meeting, voting in person or by proxy. For so long as the Declarant shall own any lot or property in the Association, any amendment shall also require the prior written consent of the Declarant.

Section 2. **Amendments by Declarant.** As long as there are Class B Members, the Declarant reserves the right to unilaterally amend these By-Laws to meet the requirements of the Federal Housing Administration, Veteran's Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, any title insurance company or any other governmental or quasi-governmental agency, or to meet the requirements of any mortgage lender; provided, however, that any such amendment shall not materially adversely affect the substantive rights hereunder of any Member other than Declarant. Any such amendment shall be distributed to all Members.

Section 3. **FHA\VA Approval.** Notwithstanding anything contained herein to the contrary, the Declarant shall have the absolute unilateral right, power and authority to modify the provisions of these By-Laws, if such modification is required by the Veterans Administration or the Federal Housing Administration or any successor agencies thereto or any other Federal, State or County or local government agencies, as a condition precedent to the approval of the Property or any part thereof or any Lots thereon, for mortgage financing qualification under applicable government mortgage financing programs. If the Federal Housing Administration or Veterans Administration (or any successor agency or any similar governmental agency) has approved the Property or any part thereof or any Lots thereon for any applicable government mortgage financing programs, and if prior approval by the FHA or the VA (or any successor agency or any similar governmental agency) of an amendment is required by applicable law or regulation for qualification under such financing programs, then any amendments to these By-Laws shall also require the prior consent of any such approving agency.

ARTICLE IX.
MORTGAGEES - NOTICES

Section 1. **Notice of Annual or Special Meetings.** Any Mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such Mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of all Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such Mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in the Declaration for notice to the Members. Any such Mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representatives shall have no voting rights at any such meeting.

Section 2. **Notice and Approval of Amendments.** Any first Mortgagee of any Lot, upon written request filed with the Secretary of the Association, shall be entitled to written notification at least sixty (60) days in advance of any change or amendment to the Declaration, the Articles of Incorporation and these By-Laws; and where required, the prior written consent of such Mortgagee shall be obtained for such change or amendment. In the event such prior written notification is sent to a Mortgagee and the Mortgagee fails to return written consent to such change or amendment within sixty (60) days, such Mortgagee shall be deemed to have consented to such amendment.

ARTICLE X.
INTERPRETATION - MISCELLANEOUS

Section 1. **Conflict.** These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the content, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration are incorporated herein by reference.

Section 2. **Notices.** Unless another type of notice is specifically provided for, herein, any and all notices called for in these By-Laws shall be given in accordance with the notice provisions set forth in the Declaration.

Section 3. **Severability.** In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall

not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. **Waiver.** No restoration, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. **Captions.** The captions and headings contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. **Construction.** All references made herein (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders; and (ii) in the singular or plural numbers shall be deemed to have been made respectively in the plural or the singular where appropriate as well.

IN WITNESS WHEREOF, the Directors of Shadowcreek Homeowners Association, Inc., have hereunto set their hands as of the _day of, 2001.

WITNESS:

HOUSTON

GARY S.

AMIRAULT

PAUL

MAGILL

DOUG