

BYLAWS OF LA JOLLA CLASSIC HOMEOWNERS ASSOCIATION

ARTICLE I

NAME, MEMBERSHIP, APPLICABILITY, AND
DEFINITIONS

Section 1. Name. The name of the Association shall be LA JOLLA CLASSIC HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have two (2) classes of membership, Class "A" and "B", as more fully set forth in that Declaration of Covenants, Conditions and Restrictions for La Jolla Classic Homeowners Association (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 3. Definitions. The words used in these Bylaws shall have the same meaning as set forth in said Declaration, unless the context shall prohibit.

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office 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. The first meeting of the members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association and not later than six (6) months after the commencement of Annual Assessments in any phase. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least five (5%) percent of the total voting power of the Association. The notice of any special meeting shall state the date, 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 or to cause to be delivered to the owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held; if an owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than thirty (30) days before a meeting.

Section 5. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member, may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that at least twenty-five (25%) percent of the total voting power of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the members required to constitute a quorum.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a member or upon the expiration of eleven (11) months from the date of the proxy. Every form of proxy or written ballot which provides an opportunity to specify approval or disapproval with respect to any proposal shall also contain a space marked "abstain."

Section 9. Majority of Owners. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of fifty-one (51%) percent of the members shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the total votes. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 12. Action Without a Meeting. Any action which may be taken by the vote of members at a regular or special meeting, except the election of Board members, may be taken without a meeting, if done in compliance with NRS 78.320.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) Directors, who need not be Members of the Association.

Section 2. Term of Office. The three (3) initial Directors of the Association who are listed in the Articles of Incorporation of the Association shall each serve until the first regular annual

meeting of Members. The three (3) initial Directors need not be Members of the Association. At the first regular annual meeting of Members, all three Directors shall be elected and shall each be elected to terms of different length. One of the Directors shall be elected to serve until the second regular annual meeting of Members or until his successor shall be elected and qualify. Another Director shall be elected to serve until the third regular annual meeting of Members or until his successor shall be elected and qualify. The other Director shall be elected to serve until the fourth regular annual meeting of Members or until his successor shall be elected and qualify. Directors elected to succeed the first elected Directors of the Association shall be elected to terms of three (3) years. At each regular annual meeting of Members, the Members shall elect a Director to fill the position of the Director whose term of office has expired. If Members fail or neglect to elect a Director at a regular annual meeting as provided herein, the Director may be elected at a special meeting of Members subsequent thereto.

Section 3. Removal and Successors. Any Director may be removed from the Board, with or without cause. Any such removal must take place at a meeting of Members duly called and noticed with quorum present by vote of Members representing fifty-one percent (51%) or more of the total voting power of Members of the Association. In the event of the death, resignation or removal of a Director, his successor shall serve for the unexpired term. Vacancies on the Board of Directors created by death, resignation or removal shall be filled by the vote of remaining Directors.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association in his capacity as Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

Section 6. Nomination and Election of Directors. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee shall consist of a Chairman, who shall be a Director, and one or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each regular 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. Not less than forty (40) days prior to a meeting of Members at which a Director is to be elected, the Nominating Committee shall meet, make its nominations and

inform the Association's Secretary in writing of the names and mailing addresses of its nominees. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Should the Board of Directors fail to appoint a Nominating Committee as required under the provisions of this Section 6, the Board of Directors shall itself serve as the Nominating Committee. At the meeting at which a Director is to be elected, each vote shall be cast as provided in Article IV of the Declaration.

ARTICLE IV

MEETINGS, POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Organization Meeting. The first meeting of the Board following election of a Director shall be held within thirty (30) days of such election at such place as shall be fixed by the Directors at the time of the meeting at which the Director was elected.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held every three (3) months without notice, at such place and hours as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board unless the Declaration, the Articles of Incorporation or these Bylaws require a greater fraction or percentage.

Section 5. Board Powers. The Board of Directors shall have power to do the following:

(a) Exercise for the Association all powers, duties and authority vested in or delegated to the Board or to the Association and not specifically reserved to the membership or Members by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(b) Obtain and pay for the services of any person or entity to manage Association affairs, or any part

thereof, and for the services of such other personnel and entities, including independent contractors, as the Board determines to be necessary or desirable.

Section 6. Board Duties. It shall be the duty of the Board of Directors to do the following:

(a) Cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting of Members when such statement is requested in writing by Members requesting not less than ten percent (10%) of the total voting power of all Members;

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) Prepare or cause to be prepared and to approve a Budget for the Association for each fiscal year at least thirty (30) days prior to commencement of each Association fiscal year and to furnish a copy thereof to each Owner together with a written statement of the amount of the Annual Assessment to be assessed against the Owner's Lot for the applicable fiscal year. The Budget shall show, in reasonable detail, the estimated operating costs and expenses that will be payable in that fiscal year to fulfill the regular anticipated operating functions and obligations of the Association in that fiscal year, including amounts necessary to pay obligations made in connection with, or contemplated under, any previously approved budgets, together with an amount sufficient to provide a reasonable carryover reserve for the next fiscal year.

(d) Issue, or cause an appropriate Officer to issue, upon written request of an Owner, a certificate as provided in Sections 6.7 and 7.4 of the Declaration. A reasonable charge may be made by the Board and imposed as a condition of the issuance of said certificate. If a certificate states that an Assessment has been paid, such certificate shall be conclusive against the Association that the Assessment has been paid;

(e) Procure and maintain all Association insurance and cause all fidelity bonds to be issued and obtained, all in conformance with the requirements set forth in Article XII of the Declaration;

(f) Cause Common Area, Project Amenities and Landscape Areas to be maintained;

(g) Upon written request to the Association identifying the name and addresses of the requesting First Mortgagee or requesting Insurer or Guarantor and the Lot description or address on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee, Insurer or Guarantor, provide any such requesting First Mortgagee or requesting Insurer or Guarantor with timely written notice of the following:

(i) Any condemnation or casualty loss which affects a material portion of the Property or any Lot on which there is a First Mortgage held, insured or guaranteed by such requesting Mortgagee, Insurer or Guarantor;

(ii) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) Any proposed action which would require the consent of a specified percentage of First Mortgagees as specified in the Declaration, the Articles of Incorporation or these Bylaws.

(v) The recording of any Notice of Assessment, Notice of Default and Election to Sell or Notice of Sale regarding a Lot subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, Insurer or Guarantor.

(h) Fulfill all other duties of the Board noted in the Declaration, the Articles of Incorporation and these Bylaws.

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall at all times be Directors, a Secretary, a Treasurer and such other

officers holding offices that the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each regular 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 for one year, but in any event until the election of his successor, unless an officer shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect other officers to fill offices created by the Board, 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.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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 therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created by resolution of the Board pursuant to Section 1 of this Article.

Section 8. Duties. The duties of the officers shall be as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors and Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds of trust, mortgages, deeds and other written instruments; and shall co-sign all promissory notes. The President or paid agent of the Association, under the super-

vision of the President, shall sign all checks.

VICE PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board. The Vice President may execute any documents and co-sign checks and promissory notes in the absence of the President.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; give notice of meetings of the Board, and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; provide Members with ballots for the election of Directors as provided in Section 6 of Article III of these Bylaws; annually provide Owners with copies of the Association Budget and written statements setting forth the amount of the Annual Assessment to be assessed against the Owner's Lot for each fiscal year in accordance with Section VI of the Declaration; annually provide Members with an Association balance sheet and operating statement within ninety (90) days of the end of each Association fiscal year provide First Mortgagees and Insurers and Guarantors with all notices to which they are entitled under the Articles of Incorporation, these Bylaws or the Declaration; and perform such other duties as may be required by the Board. The Secretary may co-sign checks and promissory notes in the absence of the Treasurer.

TREASURER

(d) The Treasurer, or paid agent of the Association under the supervision of the Treasurer, shall receive and deposit in appropriate bank accounts all monies of the Association; disburse funds as directed by reso-

lution of the Board of Directors; sign checks and promissory notes of the Association; keep proper books of account for the Association; prepare or cause to be prepared, for distribution to the Members within ninety (90) days following the end of each Association fiscal year, an Association balance sheet as of the last day of such year and an operating statement for such year, (which statements shall be audited by an independent public accountant, if the Board so desires or if any First Mortgagee, Insurer or Guarantor submits a written request for an audited statement); prepare or cause to be prepared, a proposed Budget and computation of proposed Annual Assessments at least thirty (30) days prior to the commencement of an Association fiscal year; and prepare or cause to be prepared, an approved Budget and computation of Annual Assessments as adopted by the Board.

ARTICLE VI

DELEGATE TO THE MASTER ASSOCIATION

Section 1. Election. At its annual meeting the Association shall elect by a majority of votes of those Members with voting power, a Delegate to the Master Association to serve in the capacity described in the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Desert Shores.

Section 2. Term. The Delegate of the Association shall be elected annually and shall hold office for one year, but in any event until the election of his successor, unless the Delegate shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 3. Resignation and Removal. Delegate may be removed from office with cause by the Association by majority vote. Delegate may resign at any time by 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 therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A vacancy may be filled by appointment by the Board. The Delegate appointed to such vacancy shall serve for the remainder of the term of the Delegate he replaces.

Section 5. Multiple Offices. An officer or Director may also serve as a Delegate if so elected.

ARTICLE VII

MISCELLANEOUS

Section 1. Books and Records. The membership registered; books of account; minutes of meetings of the Members, of the Board and of committees of the Board; current Association Articles of Incorporation; current Association Bylaws; Association financial statements and other books and records of the Association, including a current copy of the Declaration and any annexation documents shall be made available for inspection and copying by any Member, by his duly appointed representative, by First Mortgagees and by Insurers or Guarantors during normal business hours and/or at other reasonable times at the office of the Association or at such other place within reasonable proximity to the Property as the Board shall prescribe. The Board may establish reasonable rules with respect to the notice to be given to the custodian of the records by the party desiring to make the inspection, hours and days of the week when such an inspection may be made, and payment of the cost of reproducing copies of documents requested.

Section 2. Committees. The Board shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed by the Board to be appropriate in carrying out its duties and exercising its rights and powers and may, by resolution, delegate any portion of its authority permitted by law to an Executive Committee consisting of the President, Secretary and Treasurer of the Association.

Section 3. Interest on Assessments and Other Sums Due. Unless paid within thirty (30) days of the due date, the amount of any Assessment, charge, fine, penalty or other amount payable by any Owner or with respect to such Owner's Lot shall bear interest at a rate specified by the Board, but in no event greater than the maximum amount permitted by law from its original due date until date of payment. In the absence of specification by the Board, such interest rate shall be twelve percent (12%) simple interest per annum.

Section 4. Corporate Seal. The Association shall have a seal in circular form having within its circumference the name of the Association.

Section 5. Amendments. Except as provided below, these Bylaws may be amended, added to or altered by affirmative vote of the Board of Directors or by the written consent of Members representing a majority of the total voting power of Members of the Association; provided, however, that the Directors acting alone may not modify a Bylaw provision hereafter adopted or modified by vote

or written consent of the Members; further provided, that if VA and/or FHA agrees or has agreed to guarantee or insure loans on the initial sale of Lots by Declarant or one of Declarant's Developers, so long as there are Class B voting rights, any amendment of these Bylaws shall require the prior approval of VA or FHA as the case may be. A draft of a proposed amendment shall first be submitted to VA (or FHA, as applicable) for approval prior to its being adopted by the Directors or the Members. Upon such proposed amendment being approved by VA (or FHA, as applicable), the proposed amendment may thereafter be submitted to the Directors or the Members for approval. Amendments to these Bylaws which are of a material nature shall require the approval and consent of Members representing sixty-seven percent (67%) of the total voting power of Members of the Association and the approval of First Mortgagees having at least fifty-one percent (51%) of the votes of First Mortgagees. First Mortgagees shall have one vote for each Lot on which they hold a First Mortgage. An amendment of these Bylaws as respects any of the following would be considered "material":

(i) Any amendment which affects or purports to affect the validity or priority of Mortgages or the rights or protection granted to Beneficiaries, insurers and guarantors of first Mortgages as provided in Articles VII, XI, XII, XIII and XV of the Declaration.

(ii) Any amendment which would necessitate a Mortgagee, after it has acquired a Lot through foreclosure, to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure.

(iii) Any amendment which would or could result in a Mortgage being cancelled by forfeiture, or in a Lot not being separately assessed for tax purposes.

(iv) Any amendment relating to the insurance provisions as set out in Article XII of the Declaration, or to the application of insurance proceeds as set out in Article XI of the Declaration, or to the disposition of any money received in any taking under condemnation proceedings.

(v) Any amendment which would or could result in subdivision of a Lot in any manner inconsistent with the provisions of the Declaration.

(vi) Any amendment which would subject any Owner to a right of first refusal or other such restriction if such Lot is proposed to be sold, transferred or otherwise conveyed.

(vii) Any amendment concerning:

(A) Voting rights;

(B) Rights to use the Common Area;

(C) Reserves and responsibility for maintenance, repair and replacement of the Common Area;

(D) Leasing of Lots;

(E) Establishment of self-management by the Association where professional management has been required by any Beneficiary, insurer or guarantor of a first Mortgage;

(F) Annexation or deannexation of property to or from the Properties; or

(G) Assessments, assessment liens, or the subordination of such liens.

An addition or amendment to these Bylaws shall not be considered "material" if it is for the purpose of correcting technical errors, or for clarification only. A first Mortgagee, insurer or guarantor who fails to submit a response to any written proposal for an amendment to these Bylaws within thirty (30) days after it receives proper notice of the proposal shall be deemed to have approved the proposed amendment. Section 2.1(e) and Article XIV of the Declaration may not be amended, nor shall any amendment be effective which would be counter to Section 2.1(e) or Article XIV of the Declaration or any other rights of Declarant, without the prior written consent of Declarant, so long as Declarant is an owner.

Section 6. Notices. Any notice, demand, information or material (hereinafter collectively referred to as "Notices") required or permitted to be given by the Declaration, the Articles of Incorporation or these Bylaws, shall be deemed given, furnished or delivered to a party when deposited in the mail as certified mail, return receipt requested, postage or charges prepaid, properly addressed to the party; provided, however, that Notices to a Member, Officer, Director, Owner or Resident shall also be deemed given, furnished or delivered when hand delivered to such Member, Officer, Director, Owner or Resident or to a person of

suitable age and discretion in a Dwelling Unit in which the Member, Officer, Director, Owner or Resident resides; further provided, that Notices to Members, Owners and/or Residents which are given contemporaneously to all Members, all Owners and/or all Residents may be mailed, but need not be mailed as certified mail, return receipt requested to be deemed given, furnished or delivered.

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Any Notice shall be deemed properly addressed to a party if it is addressed to the name and address shown on the most recent written notice of name and address, if any, furnished to the Association by such party. If a name and address is not so furnished by such party, any notice shall be deemed properly addressed if it is addressed to the party (i) at the party's then-current residence or business address; (ii) at the street address of a Lot owned by the party; or (iii) if there is not Residential Unit on a Lot owned by the party, then to the address of the party as reflected on the records of the Clark County Assessor relating to the party's Lot for real property tax purposes. Notices to the Association or the Board shall be addressed to such entity care of the Association at the principal office of the Association. Notice properly given to one Member or Owner shall be deemed given to all Owners of the Lot to which the Notice relates. Notices to Declarant shall be addressed to Declarant at its then main administrative office as reflected in the official telephone directory for Las Vegas, Nevada.

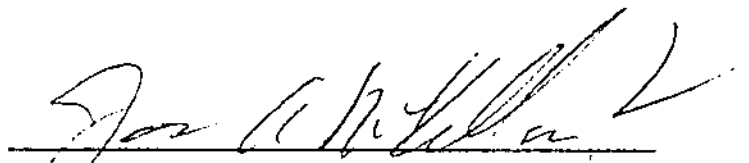
Section 7. Conflicts in Documents. In the event of any conflict between the provisions of the Declaration and the provisions of either the Articles of Incorporation or these Bylaws, the provisions of the Declaration shall prevail. In the event of any conflict between the provisions of the Articles of Incorporation and these Bylaws, the provisions of the Articles of Incorporation shall prevail.

KNOW ALL MEN BY THESE PRESENTS:

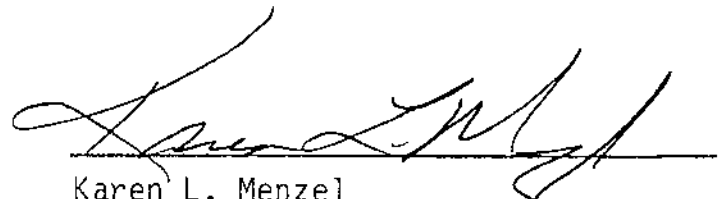
That we, the undersigned, being the Directors and/or Members of the above-named corporation, do hereby adopt the foregoing Bylaws as and for the Bylaws of the Association.

IN WITNESS WHEREOF, we have hereunto set our hands this 30TH day of ~~September~~, 1980.
JANUARY

LA JOLLA CLASSIC HOMEOWNERS
ASSOCIATION


James A. McKellar, Jr.


James Howard


Karen L. Menzel