



Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

BRAZOS GARDENS OWNERS' ASSOCIATION, INC.
800083801

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 08/29/2002
Effective: 08/29/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

AUG 29 2002

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF BRAZOS GARDENS OWNERS ASSOCIATION, INC. Corporations Section

Pursuant to the provisions of Article 4.01 et seq. of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

ARTICLE ONE

The name of the corporation is Brazos Gardens Owners Association, Inc.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted by the members of the corporation by unanimous written consent dated August 21, 2002.

RESOLVED, that the following Articles Eleven and Twelve be added to the Articles of Incorporation of the Corporation:

ARTICLE ELEVEN

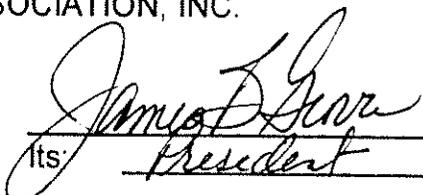
The Corporation reserves the right to amend or repeal any provision of these Articles in the manner now or hereafter prescribed by law; provided, however, any amendment of these Articles must be approved by two-thirds (2/3rds) vote of each class of the members of the Corporation who are voting, in person or by proxy, at a meeting duly called for such purpose.

ARTICLE TWELVE

As long as there is a Class "B" membership in the Corporation, the amendment of the Corporation's Articles of Incorporation, the merger, consolidation or dissolution of the Corporation, the mortgaging of Common Area (as defined in the Declaration), and the annexation of property by the Corporation shall require the approval of the U.S. Department of Housing and Urban Development.

Dated: August 21, 2002.

BRAZOS GARDENS OWNERS
ASSOCIATION, INC.

By: 
Its: President

**ARTICLES OF AMENDMENT
TO THE
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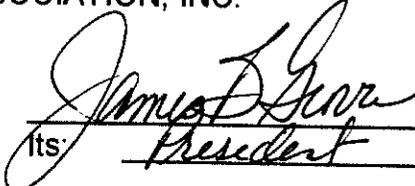
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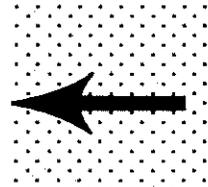
Dated: August 21, 2002.

BRAZOS GARDENS OWNERS
ASSOCIATION, INC.

By:



Its: President



**AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR BRAZOS GARDENS, SECTION ONE (1)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRAZOS GARDENS, SECTION ONE (1), made as of the date hereinafter set forth by VENTANA DEVELOPMENT, LTD., a Texas limited partnership (hereinafter referred to as the "Declarant") and GEHAN HOMES, LTD., a Texas limited partnership (Builder).

WITNESSETH:

WHEREAS, the Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Brazos Gardens, Section One (1) filed under Clerk's File No. 2002054259 and recorded in the Official Public Records of Real Property of Fort Bend County, Texas (the "Declaration"); and

WHEREAS, Section 7 of Article IX of the Declaration provides that it may be amended by the owners of sixty-seven percent (67%) of the Lots covered by the Declaration; and

WHEREAS, the Declarant and Builder are the owners of all of the lots covered by the Declaration and wish to amend the Declaration as hereinafter specified in order to obtain U.S. Department of Housing and Urban Development (HUD) approval of the subdivision subject to the Declaration for mortgage loans insured by HUD.

NOW, THEREFORE, the Declarant and Builder hereby amend the Declaration as follows:

1. Section 3 of Article V of the Declaration is hereby deleted from the Declaration.
2. Section 4 of Article IX of the Declaration is amended and restated to read as follows:

SECTION 4. OWNER'S RIGHT OF ENJOYMENT. Subject to the provisions herein stated, every Member shall have a right of enjoyment in the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot, subject the following rights of the Association:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The Association shall have the right, with the approval by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose, to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.
- (c) The Association shall have the right to take such steps as are reasonably necessary to protect the Common Area against foreclosure of any such mortgage.
- (d) The Association shall have the right to suspend the voting rights and enjoyment rights of any Members for any period during which any assessment or other amount owed by such Member to the Association remains unpaid in excess of thirty (30) days.
- (e) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Common Area, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (f) The Association shall have the right, with the approval by a two-thirds (2/3rds) vote of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose, to sell or convey all or any part of the Common Area and the right, without the approval of the Members, to grant or dedicate easements in portions of the Common Area to public or private utility companies.
- (g) The Association shall have the right to enter into agreements pursuant to which individuals who are not Members of the Association are granted the right to use the Common Area and the facilities located thereupon.

Each Member shall have the right to extend his right of enjoyment to the Common Area to the members of his family and to such other persons as may be permitted by the Association. A

3. The following Section 22 is hereby added to Article IX of the Declaration:

SECTION 22. MERGER. The Association may be merged with another non-profit corporation only with (i) the assent given in writing by not less than two-thirds (2/3's) of the Class A Members and (ii) the Declarant, as long as it owns any Lots within the Property. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving association, or alternatively, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme.@

4. The following Section 23 is hereby added to Article IX of the Declaration:

SECTION 23. HUD APPROVAL. As long as there is a Class B Membership in the Association, the approval of the U.S. Department of Housing and Urban Development shall be required for the following actions: the amendment of this Declaration, the annexation of property to the jurisdiction of the Association, and the dedication of Common Area.

5. Except as expressly amended hereby, the Declaration of Covenants, Conditions and Restrictions for Brazos Gardens, Section One (1) is not affected hereby and the same is ratified as being in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions and Restrictions for Brazos Gardens, Section One (1) is executed as of the 21 day of August, 2002.

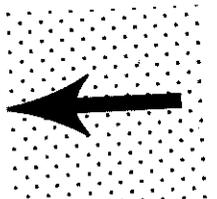
DECLARANT:

VENTANA DEVELOPMENT, LTD.,
a Texas limited partnership

By: Ventana Development Brazos, L.L.C.,
general partner

By: *James D. Hearn*

Its: *Manager*



BUILDER:

GEHAN HOMES, LTD.

By: Gehan Homes I, Inc.,
general partner

By: _____

Its: _____

THE STATE OF TEXAS
 MATAGORDA
COUNTY OF ~~HARRIS~~

This instrument was acknowledged before me on August 21, 2002 by JAMES B. GRAKE, MANAGER of Ventana Development Brazos, L.L.C., a Texas limited liability company which is the sole general partner of Ventana Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public in and for
the State of Texas

THE STATE OF TEXAS
 :
 :
COUNTY OF HARRIS

This instrument was acknowledged before me on _____, 2002 by _____ of Gehan Homes I, Inc., a Texas corporation which is the general partner of Gehan Homes, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public in and for
the State of Texas

BY-LAWS
OF
BRAZOS GARDENS OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Brazos Gardens Owners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at such place as may be designated from time to time by the Board of Directors. Meetings of Members and directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Brazos Gardens Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members of the Association.

Section 3. "Declarant" shall mean and refer to VENTANA DEVELOPMENT, LTD., a Texas limited partnership, its successors and assigns.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions - Brazos Gardens, Section 1 executed by the Declarant and recorded in the Official Public Records of Real Property of Fort Bend County, Texas, as the same may be amended from time to time as therein provided.

Section 5. "Lot" shall mean and refer to any subdivided parcel of land designated as a lot or shown as a lot on the plat of a subdivision within the Property.

Section 6. "Member" shall mean and refer to every person or entity which holds a Membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot in the Property, including executory contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to the real property within the jurisdiction of the Association.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year after the date of the conveyance of the first completed residence within the Property to a home buyer on a date designated by the Association's Board of Directors, and each subsequent regular annual meeting of the Members shall be held in the same month of each year thereafter, on a date and at a time designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of the aggregate votes of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5th) of the votes of each class of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors containing a minimum of three (3) members. Members of the Board need not be Members of the Association. The number of directors may be changed at any time, subject to the above specified minimum and maximum numbers, by the Board of Directors provided that a reduction in the number of directors shall not shorten the term of any director.

Section 2. Term of Office. Prior to the expiration of the Class B Membership in the Association, all directors shall be appointed by the Declarant. At the first annual meeting after the expiration of the Class B Membership, the Members shall elect one (1) director for a term of one (1) year and two (2) directors for a term of two (2) years. At each annual meeting of the Members thereafter the Members shall elect the number of directors equal to the number of directors whose terms expire at such time for a term of two (2) years.

Section 3. Removal. The Declarant may remove any director without cause prior to the expiration of the Class B Membership. Thereafter, the Members may remove any director with or without cause by a majority vote at a meeting of the Members called for such purpose provided, however, the removal of a member of the Board without cause prior to the date the Declarant has sold and conveyed all of its Lots in the Property shall require approval by the Declarant. In the event of the death, resignation or removal of a director, his successor shall be selected by Declarant prior to the expiration of the Class B Membership and thereafter by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties upon submission of an expense report and approval thereof by the Board.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action which they could take at a meeting by execution of a written consent instrument signed by all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nominations for election to the Board of Directors after the expiration of the Class B Membership in the Association shall be made by a Nominating Committee. Nominations may also be made 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 two or more Members of the Association. The Nominating Committee shall be 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 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. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors after the expiration of the Class B Membership in the Association shall be by secret written ballot at the annual meeting. At such election, the Members or their 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. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place and with such frequency as the Board from time to time deems necessary.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after no less than three (3) days notice to each director.

Section 3. 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.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities located thereupon, and the personal conduct of the Members or their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights, the right to use the Association's facilities and the provision of services by the Association to a Member during any period in which such Member shall be delinquent in the payment of any assessment levied by the

Association in excess of 30 days. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of the Board's published rules and regulations;

(c) exercise for 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;

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

(e) employ a manager, an independent contractor, or such other employees as the Board of Directors 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 corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot as set forth in the Declaration;

(2) send written notice of each assessment to every Owner subject thereto as set forth in the Declaration; and

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and, at the option of the Board of Directors, directors and officers liability insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained; and

(h) perform the other duties of the Association set forth in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, a treasurer, and such other officers as 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 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 (1) year unless he shall sooner resign, or shall be removed, or otherwise be 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.

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 or president and treasurer may be held by the same person. No person shall simultaneously hold more

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Section 7. Multiple Offices. The offices of secretary and treasurer or president 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 pursuant to Section 4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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.

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; 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 may be required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if requested by the Board, shall cause an audit of the Association books to be made by a public accountant 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.

ARTICLE IX
COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-Laws. The Board of Directors may appoint other committees as specified in the Declaration or as it deems appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association 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 ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual assessments and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate determined by the Board of Directors from time to time not in excess of the maximum lawful rate. In addition to the right to suspend voting rights, the right to use the Association's facilities and the provision of services as specified hereinabove, the Association may bring an action at law against the Owner personally obligated to pay a delinquent assessment or foreclose the lien against the property. Interest as provided above, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

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

ARTICLE XIII AMENDMENTS

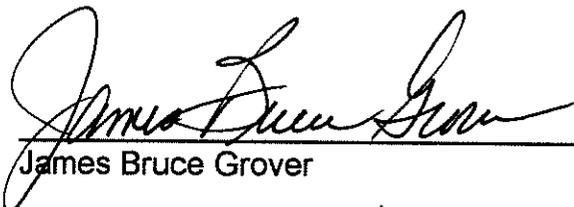
Section 1. These By-Laws may be amended at any time by the majority vote of the Board of Directors; provided, however, as long as there is a Class B Membership in the Association, any amendment of these By-Laws must be approved by the U.S. Department of Housing and Urban Development.

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

ARTICLE XIV
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the Association have hereunto set our hands as of the 15th day of May, 2002.


James Bruce Grover


Suzanne Grover


Stewart Savage

