

EXHIBIT "D"

**AMENDED AND RESTATED
BYLAWS
OF
SUMMERLIN NORTH COMMUNITY ASSOCIATION**

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AMENDED AND RESTATED BYLAWS
OF
SUMMERLIN NORTH COMMUNITY ASSOCIATION

ARTICLE I

GENERAL PLAN OF OWNERSHIP

1.1. **Name.** The name of the corporation is SUMMERLIN NORTH COMMUNITY ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located in Las Vegas, Nevada, or at such other place in Clark County, Nevada, as the Board may from time to time fix by majority vote.

1.2. **Application.** The provisions of these Bylaws are applicable to the Project, which is a portion of the master planned community known as Summerlin, part of which is located in the City of Las Vegas, all of which is located in the County of Clark, State of Nevada. All present and future Owners and their tenants, future tenants, employees and any other Person who might use the facilities of the Project in any manner are subject to these Bylaws and that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Summerlin North Community Association (the "Declaration") Recorded in the Office of the Clark County Recorder. The mere acquisition or lease of any Lot or Condominium in the Project will signify that the acquirer or tenant accepts, ratifies and agrees to comply with these Bylaws.

1.3. **Meaning of Terms.** Capitalized terms used herein and not otherwise defined herein shall have the same meanings given to them in the Declaration.

ARTICLE II

VOTING BY ASSOCIATION MEMBERSHIP

2.1. **Voting.** The classes of voting Memberships and the number of votes (i.e., voting power) held by each Member or represented by each Delegate, and the manner in which voting is accomplished shall be as set forth in the Declaration. Voting membership shall consist of all Members entitled to cast Class A, Class B or Class C votes, or alternatively, upon the happening of the events set forth in Article IV, Section 4.7 of the Declaration, shall consist of all Delegates duly authorized to exercise the voting power of specified groups of Members ("Voting Membership"). No Member shall be entitled to cast a vote under these Bylaws or the Declaration until the occurrence of such Member's Record Date, which shall be 30 days after such Member becomes an Owner.

On any matter as to which a Member is entitled personally to cast the vote for his Lot or Condominium, such vote may be cast in person, by proxy, or by written ballot, subject to any specific provision to the contrary in the Declaration or these Bylaws. On any matter as to which Delegates are entitled to cast votes on behalf of the Voting Membership, such votes may be cast in person or by written ballot, subject to any specific provision to the contrary in the Declaration or these Bylaws. Written ballots of Members or Delegates may be cast at the meeting at which the vote occurs or cast and

delivered to the Secretary, by mail or other means, prior to the start of such meeting; provided, however, Members and Delegates shall be entitled to vote by written ballot delivered to the Secretary prior to the meeting only for elections of the Board of Directors or Delegates and such other matters the Board, in its sole discretion, deems appropriate.

2.2. Majority of Quorum. Unless otherwise expressly provided in these Bylaws or the Declaration, (a) any action which may be taken by the Voting Membership may be taken by a majority of a quorum of the Members or, when applicable, the Delegates of the Association; (b) any action which may be taken by the Delegates may be taken by a majority of the voting power of a quorum of the Delegates; (c) any action which may be taken by a Delegate District may be taken by a majority of the voting power of a quorum of such Delegate District; and (d) any action which may be taken by a Neighborhood may be taken by a majority of the voting power of a quorum of such Neighborhood. Any reference to a specified percentage of votes shall mean votes representing such specified percentage of the total voting power of the Membership, Delegates, Delegate District, or Neighborhood, respectively.

2.3. Quorum. Except as otherwise provided in these Bylaws, the casting of votes, whether in person, by proxy, by written ballot at a meeting, or by written ballot delivered to the Secretary prior to the start of the meeting (if allowed pursuant to Section 2.1), representing at least twenty-five percent (25%) of the voting power of the Association shall constitute a quorum of the Membership; the casting of votes, whether in person, by written ballot at a meeting, or by written ballot delivered to the Secretary prior to the start of the meeting (if allowed pursuant to Section 2.1), representing at least 50% of the voting power of the Delegates shall constitute a quorum of the Delegates; the casting of votes, whether in person, by proxy, by written ballot at a meeting, or by written ballot delivered to the Secretary prior to the start of the meeting (if allowed pursuant to Section 2.1), representing greater than 50% of the voting power of Members within a Delegate District shall constitute a quorum of such Delegate District; and the casting of votes, whether in person, by proxy, by written ballot at a meeting, or by written ballot delivered to the Secretary prior to the start of the meeting (if allowed pursuant to Section 2.1), representing greater than 50% of the voting power of Members within a Neighborhood shall constitute a quorum of such Neighborhood. Individuals 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 of the voting power to leave less than a quorum.

ARTICLE III

ADMINISTRATION

3.1. Association Responsibilities. In accordance with the provisions of the Declaration, the responsibilities of the Association shall include, without limitation, the responsibility of administering the Association Property, enforcing compliance with and administering provisions of the Declaration, approving the Budget, establishing and collecting all assessments authorized under the Declaration, and arranging for architectural control of the Project.

3.2. Place of Meetings of Association. Meetings of the Association shall be held at the Project or such other suitable place as close thereto as practicable, as may be designated from time to time by the Board of Directors.

3.3. Annual Meetings of Voting Membership. Annual Meetings shall be held on or about the anniversary date of the first Annual Meeting. At each Annual Meeting there shall be elected, by ballot of

the Voting Membership, a Board of Directors, in accordance with the requirements of Section 4.5 of these Bylaws. The Voting Membership may also transact such other business of the Association as may properly come before them. The Annual Meetings of the Members shall be open to attendance by all Members and, to the extent of the permissible capacity of the meeting room, Mortgagee representatives.

3.4. Special Meetings of Voting Membership. It shall be the duty of the Board to call a special meeting of the Voting Membership ("Special Meeting") as directed by resolution of a majority of a quorum of the Board of Directors, or upon a petition signed by Persons representing at least five percent (5%) of the total voting power of the Association. The notice of any Special Meeting shall be given within twenty (20) days after adoption of such resolution or receipt of such petition and shall state the time and place of such meeting and the purpose thereof. The Special Meeting shall be held not less than thirty-five (35) days nor more than ninety (90) days after adoption of such resolution or receipt of such petition. No business shall be transacted at a Special Meeting except as stated in the notice.

3.5. Notice of Meetings of Voting Membership. It shall be the duty of the Secretary to send a notice of each Annual or Special Meeting to each Member of record and to each first Mortgagee who has filed a written request for notice with the Secretary. The notice shall be sent by first-class mail, postage prepaid, at least ten (10) but not more than thirty (30) days prior to such meeting, and shall state the purpose of the meeting as well as the day, hour and place that the meeting is to be held. The notice may also set forth time limits for speakers and nominating procedures for the meeting. The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is given. The mailing of a notice in the manner provided in this Section shall be considered as notice served, forty-eight (48) hours after said notice has been placed in a regular depository for the United States mail. Such notice shall also be posted in a conspicuous place on the Association Property, and upon posting shall be deemed served upon any member who has not furnished the Secretary with a current mailing address.

3.6. Adjourned Meetings. If any meeting of the Voting Membership cannot be organized because a quorum is not present, a majority of the Voting Membership present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. At such a meeting the quorum requirement shall be the presence, in person, of Persons representing at least fifteen percent (15%) of the voting power of the Association. Such an adjourned meeting may be held without notice thereof as otherwise required by this Article III, provided that notice is given by announcement at the meeting at which such adjournment is taken.

3.7. Order of Business. The order of business at all meetings of the Voting Membership shall be as follows: (a) roll call or registration to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election (at Annual Meetings or Special Meetings held for such purpose); (g) election of Directors (at Annual Meetings or Special Meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section 3.7, the order of seniority of officers shall be President, Secretary and Treasurer.

3.8. Action Without Meeting. Any action which may be taken at a meeting of the Voting Membership (except for the election of Directors) may be taken without a meeting if authorized by the written consent of Persons representing at least a majority of the voting power of the Association; provided, however, that if any greater proportion of the voting power of the Association is required by

the Declaration, these Bylaws or otherwise for such action, then such greater proportion of written consent shall be required.

3.9. Ratification of Action at Meeting. The transactions at any meeting of the Voting Membership, either Annual or Special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice; provided that all Persons entitled to vote at such a meeting consent by either (a) a writing on the records of the meeting or a writing filed with the Secretary; (b) presence at such meeting and oral consent entered in the minutes of such meeting; or (c) taking part in the deliberations at such meeting without objection. At such meeting, any business may be transacted which is neither excepted from the written consent nor objected to for want of notice at the time the business is considered. If any meeting is irregular for want of notice or of consent, provided a quorum was present at such meeting all Persons having the right to vote at such meeting may sign a writing waiving the defect and ratifying and approving the proceedings of the meeting.

3.10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of the Voting Membership, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.11. Waiver of Notice. Whenever any notice is required to be given under this Article III, a waiver thereof in writing, signed by the Member entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IV

BOARD OF DIRECTORS

4.1. Number and Qualification. The property, business and affairs of the Association shall be governed and managed by a Board of Directors. Each member of the Board of Directors must either be the Owner of a Lot or Condominium in the Project (or an agent of such Owner if such Owner is not a natural person) or an agent of Declarant or a Participating Builder. Within 60 days after the effective date of these Amended and Restated Bylaws, the Board of Directors shall be expanded from five (5) to seven (7) persons, as provided in Section 4.5 and thereafter shall be composed of seven (7) persons unless and until the authorized number of Directors is changed by a duly adopted amendment to these Bylaws. Directors shall not receive any salary or compensation for their services as Directors unless such compensation is first approved by the vote or written consent of Persons representing at least a majority of the voting power of the Association; provided, however, that (a) nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor, and (b) any Director may be reimbursed for his actual expenses incurred in the performance of such Directors' duties.

4.2. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Members.

4.3. Special Powers and Duties. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Directors is vested with the following powers and duties:

(a) The power and duty to select, appoint and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with all applicable laws, with the Articles, the Declaration and these Bylaws; to fix their compensation; and to require from them security for faithful service when deemed advisable by the Board.

(b) The power and duty to conduct, manage and control the affairs and business of the Association; and to make and enforce such rules and regulations therefor consistent with all applicable laws, with the Articles, the Declaration and these Bylaws, as the Board may deem necessary or advisable.

(c) The power but not the duty to change the principal office for the transaction of the business of the Association from one location to another within the County of Clark, as provided in Article I hereof; to designate any place within said County for the holding of any Annual or Special Meeting consistent with the provisions of Article III hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) With the approval of at least two-thirds (2/3) of the voting power of the Association, the power but not the duty to borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(e) The power and duty from time to time to fix and levy Common Assessments, Special Assessments, Specific Assessments, Capital Improvement Assessments, and fines upon the Members as provided in the Declaration; to determine and fix the due date for the payment of such assessments and the date upon which the same shall become delinquent; and to collect Summerlin Council Specific Assessments on behalf of The Summerlin Council.

(f) The power and duty to enforce the provisions of the Declaration, these Bylaws and all other agreements of the Association.

(g) The power and duty to contract and pay for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable (which may include without limitation, medical expenses of persons injured on Association Property). The Board shall review, not less frequently than annually, all insurance policies and bonds obtained on behalf of the Association by the Board or by agents of the Association.

(h) The power and duty to contract for and pay for maintenance, gardening, utilities, materials and supplies, and services relating to the Association Property and to employ personnel necessary for the operation of the Properties, including legal and accounting services, and to contract for and pay for the construction, maintenance, repair and demolition of Improvements on Association Property.

(i) The power but not the duty to delegate its powers according to law and these Bylaws.

(j) The power but not the duty to grant easements where necessary for utilities, sewer facilities and other public purposes over the Association Property.

(k) The power and duty to adopt such Rules and Regulations as the Board may deem necessary for the management of the Properties, which Rules and Regulations shall become effective and binding after (i) they are adopted by a majority of the Board at a duly called meeting, and (ii) they are posted in a conspicuous place in the Association Property. Such Rules and Regulations may concern, without limitation, use of the Association Property; signs; parking restrictions; minimum standards of property maintenance consistent with the Declaration and the procedures of the Design Review Committee; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles and these Bylaws.

(l) The power and duty to keep, or cause to be kept, a complete record of all acts and corporate affairs of the Association and to present a statement thereof to the Voting Membership at the Annual Meeting and at any other time that such statement is requested by at least ten percent (10%) of the voting power of the Association.

(m) The power but not the duty to sell all or any portion of the Association Property; provided, however, that the prior vote or written approval of a majority of the voting power of the Association must be obtained to sell, during any fiscal year, Association Property having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(n) The power but not the duty to enter into agreements with other entities for the benefit of the Association and its Members and to cooperate with any party to such agreement to meet the Association's obligations thereunder.

4.4. Management Agent. The Board of Directors may engage, at a compensation established by the Board, a Manager for the Association, whose duty it shall be to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3.

4.5. Election and Term of Office. Directors shall be elected in accordance with the procedures set forth in this Section.

As more specifically provided in Article IV, Section 4.4 of the Declaration, until such time as the Class C Member no longer owns any property in the Initial Property or the Annexable Area, the Class C Member shall have the right to elect a majority of the members of the Board of Directors. Directors elected by the Class C Member shall be nominated by the Class C Member.

Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period during which each and every eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by Class A and Class B votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Nominations for any position on the Board to be filled by Class A and Class B votes may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of at least three and no more than seven persons. One member of the Nominating Committee shall be the committee's

Chairman, who shall be a member of the Board. The remaining members of the Nominating Committee shall be Members or representatives of Members, including, without limitation, the spouse of a Member or the agent of a corporate Member. The members of the Nominating Committee shall be appointed by the Board not less than 90 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced in the notice of each election. If the Board establishes a Nominating Committee but appoints no members, the Board shall have the authority to act as the Nominating Committee.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. The Nominating Committee shall nominate separate slates for the directors, if any, to be elected at large by all Class A votes, and for the director(s) to be elected by the votes within each Voting Group. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

During the thirty (30) day period prior to the election, the Board of Directors shall submit to each Member a proxy listing the choices of candidates for Director, which proxy shall have instructions for completing the proxy to indicate the Member's choice for Director(s), and for returning the proxy to the Member's Delegate. Each proxy shall also allow a Member to choose to allow his Delegate to vote for Directors as the Delegate determines (*i.e.*, instead of marking the choice for Director(s), the Member may leave that choice up to his Delegate), and each unreturned proxy shall be deemed a proxy which allows the Delegate of the Member who did not return the proxy to vote for directors as the Delegate determines. Each proxy shall identify the period of time the proxy will be valid which period shall not exceed four (4) months. Each Delegate shall collect all proxies returned by Members in his Delegate District and shall exercise such proxies at the meeting in accordance with the directions contained therein. If an Annual Meeting is not held, or the Board is not elected thereat, the Board may be elected at any Special Meeting held for that purpose.

Each Director shall hold office until his or her successor has been elected or until his or her death, resignation, removal or a judicial adjudication of mental incompetence. At each Annual Meeting, new Directors shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of incompetence or expiration of the terms of past Directors. The term of office shall be two (2) years for each Director elected to fill a vacancy created by the expiration of the term of office of the respective past Director. The term of office of each Director elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor.

Within sixty (60) days after the adoption of these By-Laws, the Board shall call a Special Meeting of the Class A Members for the purpose of electing two of the seven Directors. At such meeting, the Class A Members shall be entitled to elect two Directors to fill the vacancy created by the Board's expansion from five to seven Directors.

Of the two Directors elected solely by the Class A Members, the one receiving the highest number of votes shall serve until the second Annual Meeting after such Director's election, and the other shall serve until the first annual meeting following such Director's election. Thereafter, upon the creation of a vacancy on the Board due to the expiration of the term of any Director elected solely by the Class A Members, the Class A Members shall be entitled to elect a successor to fill such vacancy.

Any Person serving as a Director may be reelected, and there shall be no limitation on the number of terms which he may serve. Cumulative voting shall be used in the election of Directors for

any election in which more than one (1) Director is to be selected. If a Member cumulates his votes, such Member may give any one (1) candidate, or divide among any number of candidates, a number of votes equal to such Member's total share of the voting power multiplied by the number of Directors to be elected. Notwithstanding anything in this Section 4.5 to the contrary, the voting procedures, including without limitation, those with respect to cumulative voting, specified in Article IV of the Declaration shall prevail and control regarding the right of the Class C Member to elect a majority of the Board of Directors.

4.6. Books and Audit.

(a) The Board of Directors shall cause to be maintained, in a manner consistent with generally accepted accounting principles, a full set of books and records showing the financial condition of the affairs of the Association. A pro forma operating statement (budget) for each fiscal year shall be distributed to the Members not less than sixty (60) days before the beginning of the fiscal year.

(b) All books, records and papers of the Association shall be made available for inspection and copying by any Member, prospective purchaser, first Mortgagee and any insurer or guarantor of any first Mortgage, or their duly appointed representative, at the principal place of business of the Association or at such other place within the Project as the Board may prescribe. The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by the person desiring to make the inspection, (ii) hours and days of the week when such inspection may be made and (iii) payment of the cost of reproducing copies of documents requested. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of the inspection set forth herein shall include the right to make extracts and copies of documents, with the payment of the costs thereof to be as determined by the Board.

4.7. Vacancies. Vacancies in the Board of Directors caused by any reason, except for the expiration of a Director's term, may be filled by a majority of the remaining Directors, though less than a quorum; provided, however, the Class C Member shall be entitled to appoint a Director to fill any vacancy created by the resignation, removal, or death of any Director elected by the Class C Member. Any vacancy not filled by the Directors or the Class C Member, whichever is entitled to fill the vacancy, may be filled by a vote of the Voting Membership at the next Annual Meeting or at a Special Meeting called for such purpose.

4.8. Removal of Directors. Any Director elected by the Class C Member may be removed from office by the vote or written consent of the Class C Member. Only the Class C Member shall be entitled to remove a Director elected by the Class C Member. Any other Director may be removed from office by the vote or written consent of at least two-thirds (2/3) of the voting power of the Members of the Association entitled to vote for the election of the Director; provided, however, no Director shall be removed from office except upon the vote of a sufficient percentage of the voting power of the Association to have prevented the election of such Director in the first instance under cumulative voting.

4.9. Organizational Meeting of Board. The first regular meeting ("Organizational Meeting") of a newly constituted Board of Directors shall be held within sixty (60) days of election of any new Director(s), at such place as shall be fixed and announced by the Directors at the meeting at which such Director(s) is elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected Director(s) in order to legally constitute such meeting; provided that (a) a majority of the entire Board shall be present when the time and place are

announced at an Annual Meeting and (b) the meeting is held on the same day and at the same place as the Annual Meeting at which the newly constituted Board was elected.

4.10. Regular Meetings of Board. Regular meetings of the Board of Directors shall be open to all of the Voting Membership; provided that Members who are not Directors may not participate in any deliberations or discussions at such regular meetings unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. Regular meetings may be held at such time and place within the Project as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meetings shall be held no less frequently than quarterly. Notice of the time and place of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, telecopy, or by electronic transmission with confirmation of receipt, at least twelve (12) hours prior to the date named for such meeting. Members who are not Directors need not be given notice of the regular or special meetings of the Board of Directors, but upon request by any Member, such Member shall be informed as to the time, place and purpose of any such meeting.

4.11. Special Meetings of Board. Special meetings of the Board of Directors shall be open to all Members; provided that Members who are not Directors may not participate in any deliberations or discussions at such Special Meetings, unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. Special Meetings may be called by the President (or, if he is absent or refuses to act, by the Secretary) or by any two (2) Directors. At least twelve (12) hours notice shall be given to each Director, personally or by mail, telephone, telecopy, or by electronic transmission with confirmation of receipt, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited therein. Whenever any Director has been absent from any Special Meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

4.12. Ratification of Actions at Meeting. The transactions at any meeting of the Board of Directors, either Regular or Special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice if all Directors entitled to vote at any meeting consent to the transactions at the meeting either by (a) a writing on the records of the meeting or a writing filed with the Secretary of the Association; (b) presence at such meeting and oral consent entered in the minutes of such meeting; or (c) taking part in the deliberations at such meeting without objection. At such meeting any business may be transacted which is neither objected to for want of notice at the time the business is considered nor excepted from the written consent. Furthermore, if any meeting is irregular for want of notice or consent, but a quorum was present at such meeting and all of the Directors having the right to vote at such meeting signed a writing waiving the defect and ratifying and approving the proceedings of the meeting, then such proceedings shall be as valid as though transacted at a meeting duly held with proper notice and consent. Consent or approval of the Directors may be by written proxy or by written power of attorney.

4.13. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to

time. At any such reconvened meeting, provided a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session without presence of Members who are not Directors, to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

4.14. Neighborhood Committees. In addition to any other committees appointed in accordance with these Bylaws, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board. Such Neighborhood Committees, if elected, shall consist of three to five Members, as determined by the vote of at least 51% of the voting power within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee member receiving the highest number of votes shall be the chairperson of the Neighborhood Committee, shall preside at its meetings, and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the notice and quorum requirements applicable to the Board under Sections 4.10, 4.11, 4.12, 4.13, and 4.16. Meetings of a Neighborhood Committee shall be open to all Owners of Lots or Condominiums in the Neighborhood and their representatives. Members of a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

4.15. Committees. In addition to the Nominating Committee referenced in Section 4.5 and the Neighborhood Committees referenced in Section 4.14, the Board of Directors, by resolution from time to time, may designate such advisory and other committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a Chairman, shall state the purposes of the committee, and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board. The provisions of this Section 4.15 shall not apply to the Design Review Committee created pursuant to the Declaration.

4.16. Waiver of Notice. Whenever any notice is required to be given under this Article IV, a waiver thereof in writing, signed by the Director entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

5.1. Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may

also appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgment may be necessary.

Officers other than the President need not be Directors. Officers shall be Members or representatives of Members, including, without limitation, the spouse of a Member or the agent of a corporate Member. One Person may hold more than one office.

5.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the Organizational Meeting of each new Board of Directors, and each officer shall hold his office until he shall resign at the pleasure of the Board of Directors, or until he shall be removed or otherwise disqualified to serve or his successor shall be elected and qualified to serve.

5.3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any Special Meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

5.4. Compensation. Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board; provided, however, that no officer shall receive any compensation for services performed in the conduct of the Association's business unless such compensation is approved by the vote or written consent of at least a majority of the voting power of the Association; and provided further that (a) nothing herein contained shall be construed to preclude any officer from serving the Association in some other capacity and receiving compensation therefor, and (b) any officer may be reimbursed for actual expenses incurred in the performance of his duties for the Association. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent or employee.

5.5. President. The President shall be the chief executive officer of the Association, and, subject to the control of the Board of Directors, the President shall have the general supervision, direction and control of the business of the Association. The President shall preside at all meetings of the Association and of the Board of Directors and shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power, subject to the provisions of Section 4.15, to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall be ex officio a member of all standing committees (other than the Design Review Committee), and he shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. The President shall sign all leases, mortgages, deeds and other instruments, and shall co-sign all checks and promissory notes, unless persons other than the President are authorized to do so in accordance with Section 11.1 hereof.

5.6. Secretary. The Secretary shall, in general, perform all of the duties incident to the office of Secretary. Without limiting the generality of the foregoing, the Secretary (a) shall keep minutes of all meetings of the Board of Directors and all meetings of the Association, which minutes shall be kept at the principal office of the Association or at such other place as the Board of Directors may order, (b) shall keep the seal of the Association in safe custody, (c) shall have charge of such books and papers as

the Board of Directors may direct, (d) shall give, or cause to be given, notices of meetings of the Association and of the Board of Directors required by these Bylaws or by law to be given, (e) shall take the place of the President and perform his duties whenever the President shall be absent or disabled or refuses or is unable to act (If neither the President nor the Secretary is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis.), and (f) shall perform such other duties as may be prescribed by the President or the Board of Directors.

5.7. Treasurer. The Treasurer shall be the chief financial officer of the Association and shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies 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 of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, in accordance with the Declaration, shall render to the President and the Directors, upon request, an account of all of his transactions as Treasurer and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the President, the Board of Directors or these Bylaws. The Treasurer shall sign all checks and promissory notes unless persons other than the Treasurer are authorized to do so in accordance with Section 11.1 hereof.

ARTICLE VI

OBLIGATIONS OF MEMBERS

6.1. Assessments.

(a) All Members are obligated to pay, in accordance with the provisions of the Declaration, all assessments imposed by the Association.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

6.2. Maintenance and Repair.

(a) Every Member must perform promptly, at his sole cost and expense, such maintenance and repair work on his Lot or Condominium as is required under the provisions of the Declaration.

(b) As further provided in the Declaration, each Member shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Association Property which is damaged through the fault of such Member or otherwise in enforcing the terms of the Declaration as against such Member. Such expenditures shall include all court costs and reasonable attorneys' fees incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE VII

AMENDMENTS TO BYLAWS

These Bylaws may be amended only by the vote of at least fifty-one percent (51%) of the voting power of the Association. Furthermore, so long as Declarant and/or any Participating Builder(s) have effective voting control of the Association, any amendment to these Bylaws shall also require the prior written approval of VA and FHA, as applicable. Finally, (a) the prior written approval of holders of seventy-five percent (75%) of all first Mortgages on Lots and Condominiums in the Properties must be secured before any material amendment to these Bylaws affecting matters delineated in Article XVI, Section 16.2(b) (i-vi) of the Declaration may take effect; (b) the prior written approval of sixty-seven (67%) of all first Mortgagees on Lots and Condominiums in the Properties must be secured before any material amendment to these Bylaws affecting matters delineated in Article XVI, Section 16.3 (e)(i-vi) of the Declaration may take effect; and (c) neither of the foregoing provisions of this sentence may be amended without the prior written approval of all first Mortgagees. Notwithstanding the foregoing, if a first Mortgagee receives a written request from the Board of Directors to approve a proposed amendment or amendments to these Bylaws and does not deliver a negative response to the Board within sixty (60) days of the mailing of such request by the Board, such first Mortgagee shall be deemed to have approved the proposed amendment or amendments.

ARTICLE VIII

MORTGAGEES

8.1. Notice to Association. Upon request, a Member who consents to a Mortgage on his Lot or Condominium shall notify the Association through the Manager, or through the Secretary if there is no Manager, of the name and address of his Mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees." Upon request, any such Member shall likewise notify the Association as to the release or discharge of any such Mortgage.

8.2. Notice of Unpaid Assessments. The Board of Directors shall at the request of a Mortgagee of a Lot or Condominium report any unpaid Assessments due from the Owner of such Lot or Condominium, in accordance with the provisions of the Declaration.

ARTICLE IX

CONFLICTING PROVISIONS

In case any provision of these Bylaws conflicts with any provision of the laws of the State of Nevada, such conflicting provisions of the Bylaws shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Summerlin Council By-Laws and these Bylaws, the Summerlin Council By-Laws shall control.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Board may authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine levied against, any present or former Director, officer, employee or agent of the Association to the extent and under the circumstances provided in the Declaration.

ARTICLE XI

MISCELLANEOUS

11.1. Execution of Document. The Board of Directors may authorize any officer or agent to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, committee member or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

11.2. Inspection of Articles and Bylaws. The Board of Directors shall keep at the principal place of business for this Association the original or a copy of the Articles and these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by all Members, prospective purchasers, first Mortgagees and insurers and guarantors of first Mortgages, or their duly appointed representative, in accordance with Section 4.6 hereof.

11.3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and shall be subject to change from time to time as the Board of Directors shall determine.

11.4. Membership Book. The Board of Directors shall keep and maintain at the principal office of business for the Association a book containing the name and address of each Member. Termination or transfer of membership shall be recorded in the book, together with the date on which such ownership was transferred.

11.5. Notice. Unless otherwise specifically provided herein, any notice permitted or required to be delivered pursuant to these Bylaws shall be delivered in accordance with Section 16.5 of the Declaration.

ARTICLE XII

NOTICE AND HEARING PROCEDURE

12.1. Suspension of Privilege. In the event of an alleged violation of these Bylaws, the Rules and Regulations or the Declaration, and after written notice of such alleged failure is delivered (in the manner prescribed in the Declaration) to the Member or any agent of the Member ("respondent") alleged to be in default, the Board of Directors shall have the right, after affording the respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all Directors on the Board, to take any one or more of the following actions ("Sanctions"): (a) levy a

Specific Assessment as provided in the Declaration; (b) suspend or condition the right of said Member to use any facilities owned, operated or maintained by the Association, as provided in the Declaration; (c) suspend said Member's voting privileges as a Member, as further provided in the Declaration; (d) enter upon such Member's Lot or Condominium to make necessary repairs or to perform maintenance which, according to the Declaration, is the responsibility of the Owner thereof; (e) Record a notice of noncompliance or violation encumbering the Lot or Condominium of the respondent; (f) require the offending Member to sign an agreement to correct the violation within a specific time frame and to post a cash bond guaranteeing performance, (g) levy a fine, or (h) if the violation resulted in damage to the Common Area, order that the damage be repaired at the expense of the violating Member.

Any suspension in accordance with division (b) or (c) above shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after it becomes delinquent) may be imposed for so long as the violation continues. The failure of the Board to enforce these Bylaws, the Rules and Regulations or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or the Declaration shall be cumulative and none shall be exclusive. Any action taken by the Board of Directors under this Article shall not deprive either the charged Member or the Board of any remedies otherwise available by law. Any individual Member, however, must exhaust all available internal remedies of the Association prescribed by these Bylaws, the Rules and Regulations or the Declaration, before that Member may resort to a court of law for relief with respect to any alleged violation of these Bylaws, the Rules and Regulations or the Declaration; provided, however, that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Member where the complaint alleges nonpayment of assessments.

12.2. Requests for Compliance. Upon receipt of (a) a written complaint from a Member of a violation, by another Member, of the Declaration, these Bylaws, or the Rules and Regulations or (b) a report to the Association, by a Member, any compliance or community service officer, any community service committee, or any staff or agent of the Association, alleging a violation of the Declaration, these Bylaws, or the Rules and Regulations by a Member, a Member's dependents, or a Member's guest, the Association shall cause an investigation to be conducted. If it appears to the Association that the violation does exist, then the Association will issue a "Request for Compliance" to the alleged violating Member, which will serve as first notice of the violation.

The respondent shall respond in writing to the "Request for Compliance" by returning the Correction Response which is sent with the "Request for Compliance." If the respondent fails to respond to the "Request for Compliance" or to cease and desist from further violation, the Board of Directors may call a hearing to consider whether to impose Sanctions against the Member. In addition, the Association may immediately impose a Specific Assessment against the Member. If the Association immediately imposes any such Specific Assessment, the Board of Directors shall initiate a hearing to determine whether to repeal or modify the Specific Assessment or impose additional Sanctions against the Member.

The Association shall initiate any hearing by sending to the Member a "Second Request for Compliance and Notice of Hearing" ("Second Request for Compliance"). The Second Request for Compliance shall notify the Member of an imposition of a Specific Assessment, if any, and the time of the hearing. The hearing date shall be at least fifteen (15) days from the date the "Second Request for Compliance" is mailed and/or delivered to the offending Member. The Second Request for Compliance shall also constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, specific incidents of conduct which give rise to the charge, the time and place such conduct is alleged to have occurred, and a reference to the specific

provisions of these Bylaws, the Rules and Regulations or the Declaration, which the respondent is alleged to have violated. The Second Request for Compliance shall notify the respondent that the respondent may be present at the hearing, may be heard orally or in writing, and will be given full opportunity to cross-examine all witnesses testifying against the respondent. The Second Request for Compliance also shall notify respondent of his or her right to request the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association. The Second Request for Compliance shall also state that the general policy of the Association is that neither the Association nor any charged Member will have a representative present at any such hearing; provided, however, should the charged Member desire to have a representative present at the hearing, the respondent must notify the Board of such preference at least forty-eight (48) hours in advance of the hearing, and, in such case, both the Association and the respondent will be entitled to have a representative present. The Second Request for Compliance shall also notify the respondent that the respondent may present any relevant statement, witness, or evidence at the hearing.

A copy of the Second Request for Compliance shall be delivered to the respondent in accordance with the notice procedure set forth in the Declaration.

12.3. Hearing. Any hearing shall be held before the Board, or by a forum of Members appointed by the Board, in executive session on the date specified in the Notice of Hearing delivered to the respondent. The hearing shall be conducted in accordance with the following procedures:

(a) Witnesses shall be present only while testifying.

(b) Proof that the charged Member received the Request for Compliance and the Second Request for Compliance (the "Requests") and that the Association has complied with the Declaration and the Bylaws regarding distribution of the Declaration, the Bylaws, and relevant Rules and Regulations shall be entered into the minutes of the hearing. Proof that the charged Member received the Requests shall be adequate if the charged Member is present at the hearing or if a copy of the Requests, together with a statement of the date and manner of delivery, is entered into the minutes of the meeting by the Officer, Director, or agent who delivered the Requests.

(c) The Association's appointee or representative, if any, has an opportunity to present its arguments for Sanctions against the Member. The Association's appointee names the complainants and witnesses, who testify regarding the Member's conduct and in support of the Association's charges.

(d) The charged Member has an opportunity to present the Member's witnesses, produce any statement or evidence on the Member's behalf, to confront the Association's witnesses, or to refute the claims of complainants. The charged Member also has the opportunity to provide evidence regarding any extenuating circumstances that the Member believes the Board should consider in determining whether to Sanction the Member. The Member has the right to be heard orally or in writing.

(e) The Association and the charged Member are each afforded a reasonable opportunity to present relevant matters; provided, however, the Board, in its sole discretion, shall have the authority to limit the length of any hearing or to limit the time during which the Association and the charged Member are entitled to present evidence. The charged Member shall have the same amount of time to present its matters and confront the Association's witnesses and complainants as the Association uses to present the matters it deems relevant. The amount of time that the Board uses to pose questions to either the Association, the charged Member, the witnesses, or the complainants shall not be charged against the time allotted either the Association or the charged Member.

(f) The Board adjourns to a closed meeting to consider whether to Sanction the Member. During such closed meeting, the Board shall continue to document the proceeding in the meeting minutes. The Board must consider only the charges about which the charged Member had (a) notice and (b) an opportunity to confront and question the complaining witnesses.

(g) Sanctions, if any, shall be imposed at the hearing or at such later date, time and place provided the respondent has notice of the same and may be present. The effective date of the Sanction, if any, shall be at least five days after the hearing.

(h) If any hearing is conducted before a committee of the Board of Directors, the charged Member shall have the right to appeal the decision of any such committee to the entire Board of Directors.

If the respondent fails to attend the hearing, the respondent's right to a hearing shall be deemed waived and the Board, in executive session, may proceed upon the Requests without a hearing; provided, however, that prior to the effectiveness of any Sanction, proof of notice and invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the Requests, together with a statement of the date and manner of delivery, is entered into the minutes of the meeting by the Officer, Director, or agent who delivered the Requests.

The minutes of the hearing or meeting, as applicable, shall contain a written statement of the results and the Sanctions, if any, imposed and, if any are imposed, their effective date.

12.4. Compliance. Should any Member refuse to abide by a decision at which the Board of Directors arrived at any hearing, the Board of Directors may, without further notice, elect to compel such Member's compliance with such decision as provided in the Declaration or as otherwise provided in these Bylaws.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of SUMMERLIN NORTH COMMUNITY ASSOCIATION, a Nevada corporation ("Association"); and,

2. The foregoing Bylaws, comprised of 18 pages including this page, constitute the Amended and Restated Bylaws of the Association duly adopted at a Special Meeting of the Board of Directors of the Association held on _____, 19__.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed the seal of the Association this _____ day of _____, 19__.

Secretary

(SEAL)

62050.051
FILE: SUMDESC.051
APRIL 26, 1996
BY: MRO
(A)

EXPLANATION: THIS DESCRIPTION DESCRIBES THE GENERAL BOUNDARY
LIMITS OF THE SUMMERLIN MASTER PLANNED COMMUNITY.

DESCRIPTION

DESCRIPTION OF SUMMERLIN PROPERTY

That parcel of land situated in the County of Clark, State of Nevada, described as portions of particular Townships and Ranges of M.D.M. & M., as follows:

Township 20 South, Range 60 East, M.D.M.

All of Sections 19 and 30;

AND

The West 1/2 of Section 29;

TOGETHER WITH AND INCLUDING

Those certain portions of Sections 17, 18, 20 and 21, as shown In File 54 of Parcel Maps, at Page 82, Official Records, Clark County, Nevada.

Township 20 South, Range 59 East, M.D.M.

All of Sections 15, 21, 22, 25, 26, 27, 28, 29, 33, 34, 35 and 36;

AND

The South 1/2 of Section 16;

AND

The Southeast 1/4 of Section 17;

AND

The South 1/2 and the Northeast 1/4 of Section 20;

TOGETHER WITH AND INCLUDING

That portion of Section 13, being a part of Parcel 4 as shown in File 54 of Parcel Maps, at Page 82, Official Records, Clark County, Nevada;

AND

That portion of Section 13, being a part of Parcel 4 as shown by an Amended Plat in File 78 of Parcel Maps, at Page 57, Official Records, Clark County, Nevada;

AND

That portion of Section 14, being a part of Parcel 2 and Parcel 4 as shown By an Amended Plat in File 78 of Parcel Maps, at Page 57, Official Records, Clark County, Nevada;

AND

All of Sections 23 and 24, except Parcel 3 as shown by an Amended Plat in File 78 of Parcel Maps, at Page 57, Official Records, Clark County, Nevada;

AND

That portion of Section 32, being Parcel 3 as shown in File 58 of Parcel Maps, at Page 27, Official Records, Clark County, Nevada.

Township 21 South, Range 59 East, M.D.M.

All of Sections 1, 2, 12, 13, 14, 23, and 24;

AND

The North 1/2 of the North 1/2 of Section 3;

AND

The North 1/2 of the Northeast 1/4 of Section 4;

AND

The East 1/2, and the East 1/2 of the West 1/2, and the East 1/2 of the West 1/2 of the West 1/2, and the West 1/2 of the Southwest 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 11;

AND

All of Section 25, except the West 1/2 of the Southwest 1/4 of the Southwest 1/4, and also excepting the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 25;

AND

The North 1/2 of the Northeast 1/4, and the North 1/2 of the South 1/2 of the Northeast 1/4, and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 36;

TOGETHER WITH AND INCLUDING

That Portion of Section 4, being Parcel 4 as shown in File 58 of Parcel Maps at Page 27, Official Records, Clark County, Nevada.