

BYLAWS
OF
NORTHERN TERRACE HOMEOWNERS ASSOCIATION

TABLE OF CONTENTS

Page

ARTICLE 1 – NAME AND LOCATION	1
ARTICLE 2 – DEFINITIONS	1
ARTICLE 3 – MEMBERS	1
Section 3.1 Voting Rights	1
Section 3.2 Proxies	2
Section 3.3 Vote Appurtenant to Unit	3
Section 3.4 Meetings of the Association	3
Section 3.5 Notice of Meetings	4
Section 3.6 Meeting Agenda	4
Section 3.7 Special Meetings	5
Section 3.8 Quorum	5
Section 3.9 Suspension of Voting Rights	6
Section 3.10 Procedural Rules for Conducting Meetings	6
Section 3.11 Procedural Rules for Voting	6
ARTICLE 4 – VOTING RIGHTS	6
Section 4.1 Voting	6
Section 4.2 Appointment of Board	6
ARTICLE 5 – BOARD OF DIRECTORS	7
Section 5.1 Number	7
Section 5.2 Term of Office	7
Section 5.3 Removal and Successors	8
Section 5.4 Compensation	8
Section 5.5 Action Taken Without Meeting	8
ARTICLE 6 – NOMINATION AND ELECTION OF DIRECTORS	9
Section 6.1 Notice of Eligibility	9
Section 6.2 Disclosure of Possible Conflicts	9
Section 6.3 No Manager Relations	9
Section 6.4 Secret Ballots	9
Section 6.5 Certification by Directors	10
ARTICLE 7 – MEETINGS OF THE BOARD	10
Section 7.1 Organizational Meeting of Board	10
Section 7.2 Regular Meetings of Board	10
Section 7.3 Special Meetings of Board	11
Section 7.4 Quorum for Board Meetings	11
Section 7.5 Notice to Owners of Board Meetings	11
Section 7.6 Agenda of Board Meetings	12
ARTICLE 8 – POWERS AND DUTIES OF THE BOARD OF DIRECTORS	12
Section 8.1 Powers and Duties	12

ARTICLE 9 – OFFICERS AND THEIR DUTIES	13
Section 9.1 Enumeration of Offices	13
Section 9.2 Election of Officers	13
Section 9.3 Term	13
Section 9.4 Special Appointments	13
Section 9.5 Resignation and Removal	13
Section 9.6 Vacancies	14
Section 9.7 Multiple Offices	14
Section 9.8 Duties	14
Section 9.9 Authority to Sign	15
ARTICLE 10 – BOOKS AND RECORDS	15
ARTICLE 11 – COMMITTEES	15
ARTICLE 12 – ASSESSMENTS	16
ARTICLE 13 – CORPORATE SEAL	16
ARTICLE 14 – NOTICE AND HEARING PROCEDURE	16
ARTICLE 15 – AMENDMENTS AND OTHER DOCUMENTS	16
Section 15.1 Amendment	16
Section 15.2 Other Documents; Inconsistencies	17
Section 15.3 Conformity with Applicable Law	18
ARTICLE 16 – MISCELLANEOUS	18
Section 16.1 Fiscal Year	18
Section 16.2 Notices	18
Section 16.3 HUD/VA	18
Section 16.4 NRS Chapter 116	18

BYLAWS
OF
NORTHERN TERRACE HOMEOWNERS ASSOCIATION

ARTICLE 1
NAME AND LOCATION

The name of the corporation is NORTHERN TERRACE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall initially be located at 5555 West Badura Avenue, Suite 120, Las Vegas, Nevada 89118, unless and until relocated by Declarant or by action of the Board of Directors ("Board"), but meetings of members ("Members") and directors ("Directors") of the Association may be held at such place within the State of Nevada, or County of Clark, as determined by the Board in conformance herewith.

ARTICLE 2
DEFINITIONS

Unless otherwise specifically provided herein, the capitalized terms in these Bylaws shall have the same meaning as is given to such terms in the Supplemental Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for NORTHERN TERRACE ("Declaration") recorded in Official Records, Clark County, Nevada, as may be amended from time to time.

ARTICLE 3
MEMBERS

Section 3.1 Voting Rights. Subject to Sections 3.9 and 4.2, below, each Owner shall be entitled to cast one vote for each Unit owned. Those Members appearing in the official records of the Association, on the date forty-five (45) days prior to the scheduled date of any meeting of the Members required or permitted to be held under this Article 3, as record Owners of Units (as defined in the Declaration), shall be entitled to notice of any meeting of the Members. If there is more than one (1) record Owner of any such Unit ("co-Owners"), any and all of such co-Owners

may attend any meeting of the Members, but the vote attributable to the Unit so owned shall not be increased by reason thereof. Co-Owners owning the majority interest in a Unit shall from time to time designate in writing one (1) of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a unit. Where no voting co-Owner is designated, or if the designation has been revoked, the vote for the Unit shall be exercised as the co-Owners owning the majority interests in the Unit have mutually agreed. However, no vote shall be cast for any Unit if the co-Owners present in person or by proxy cannot agree to said vote or other action. Unless the Board receives a written objection in advance from a co-Owner, the voting co-Owner shall be conclusively presumed to be acting with the consent of all other co-Owners.

Section 3.2 Proxies. Every Member entitled to attend, vote at, or exercise consents with respect to, any meeting of the Members, may do so either in person, or by a representative, known as a proxy, duly authorized by an instrument in writing, filed with the Board prior to the meeting to which the proxy is applicable. A Member may give a proxy only to a member of his or her immediate family, or a tenant of said Member who resides in the Community, or another Member who resides in the Community, or as otherwise may be authorized from time to time by applicable Nevada law. No proxy shall be valid after the conclusion of the meeting (including continuation of such meeting) for which the proxy was executed. Such powers of designation and revocation may be exercised by the legal guardian of any Member or by his or her conservator, or in the case of a minor having no guardian, by the parent legally entitled to permanent custody, or during the administration of any Member's estate where the interest in the Unit is subject to administration in the estate, by such Member's executor or administrator. Any form of proxy or written ballot shall afford an opportunity therein to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot or proxy is distributed, to be acted upon at the meeting for which the proxy or written ballot is solicited, and shall provide, subject to reasonably specified conditions, that where the person solicited specifies a choice with respect to any such matter, the vote shall be cast in accordance with such specification. Unless applicable

Nevada law provides otherwise, a proxy is void if: (a) it is not dated or purports to be revocable without notice; (b) it does not designate the votes that must be cast on behalf of the Member who executed the proxy; or (c) the holder of the proxy does not disclose at the beginning of the meeting (for which the proxy is executed) the number of proxies pursuant to which the proxy holder will be casting votes and the voting instructions received for each proxy. If and for so long as prohibited by applicable Nevada law, a vote may not be cast pursuant to a proxy for the election of a Director.

Section 3.3 Vote Appurtenant to Unit. The right to vote may not be severed or separated from the ownership of the Unit to which appurtenant, except that any Member may give a revocable proxy in the manner described above, or may assign in writing, to a lessee or tenant actually occupying such Member's Unit, his or her right to vote, for the term of the lease, or to a mortgagee of the Unit, for the term of the mortgage. Any sale, transfer or conveyance of fee title to such Unit to a new owner shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to a lessee or mortgagee as provided herein.

Section 3.4 Meetings of the Association. Meetings of the Association Members must be held at least once each year (or as otherwise may be required by applicable Nevada law), including the regular annual meeting ("Annual Meeting"), which shall be held within fifteen (15) days of the anniversary of the initial Annual Meeting. The first meeting of the Members (whether regular or special) shall be held not later than the earlier of: (a) forty-five (45) days after close of escrow for the sale of a majority of Units, or (b) the date six (6) months after close of escrow for the sale of the first Unit in the Properties. Thereafter, meetings of the Association shall be held not less frequently than annually (or more frequently, if so required by applicable law). The business conducted at each Annual Meeting shall include the election of Directors whose terms are then expiring or otherwise to fill vacancies on the Board, subject to the reserved rights of Declarant during the Declarant Control Period, pursuant to Section 3.7 of the Declaration. The business conducted at an Annual Meeting may also include Membership approval of the minutes of the prior Annual Meeting or any prior Special Meetings. A quorum is not necessary to approve such minutes.

Section 3.5 Notice of Meetings. Meetings of Members shall be held at such convenient location on or near the Properties and within Clark County as may be designated from time to time by the Board. Not less than fifteen (15) days nor more than sixty (60) days prior to any meeting, the Association Secretary shall cause written notice to be hand delivered or sent postage prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by any Owner. The notice of any meeting must state the time and place of the meeting and include a copy of the agenda for the meeting, and must include notification of the right of an Owner to have a copy of the minutes or summary of the minutes of the meeting distributed to him or her upon request (and, if required by the Board, upon payment by the requesting Owner to the Association of the cost of making the distribution). The foregoing notwithstanding, the Association shall provide at least twenty-one (21) days advance written notice to each Owner, of any meeting at which an assessment for a capital improvement is to be considered or action is to be taken on such an assessment. If the Association adopts a policy of imposing a fine on an Owner for violation of the Declaration, Bylaws, or Rules and Regulations, the Association Secretary or other authorized Officer shall prepare and cause to be hand-delivered or sent by United States mail, postage prepaid, to the mailing address of each Unit, or to any other mailing address designated in writing by the Owner, a schedule of fines which may be imposed for such violations. Not more than thirty (30) days after any meeting, the Association Secretary or other authorized Officer shall cause the minutes or a summary of the minutes of the meeting to be made available to the Owners. A copy of the minutes or summary of the minutes must be provided to any requesting Owner, provided that such Owner first pays the Association the cost of providing such copy.

Section 3.6 Meeting Agenda. The agenda shall consist of: (a) a clear and complete statement of the topics scheduled to be considered during the meeting (including, but not necessarily limited to, the general nature of any proposed amendment to the Declaration or Bylaws, any fees or assessments to be imposed or increased by the Association, any budgetary changes,

and any proposal to remove an Officer or Director); (b) a list describing the items on which action may be taken, and denoting that action may be taken on such items (provided that, in an emergency (as "emergency" is defined in Section 7.5(c), below), the Owners may take action on an item which is not so set forth in the agenda); and (c) a reasonable period devoted to comments by Owners, and discussion of such comments.

Section 3.7 Special Meetings. A special meeting of the Members may be called at any reasonable time and place by written request made by: (1) a majority of the Board, (2) the President of the Association, or (3) Members representing not less than ten percent (10%) (as such percentage may be subject to change in applicable Nevada law) of the total voting power of the Association. To be effective, such written request shall be delivered to either the President, Vice President, Secretary, (the "Officers"), or the Community Manager of the Association. If the request is from the Members, it must be signed by the required percentage, and mailed return receipt requested to, or served by a process server on either an Officer or the Community Manager. Such Officer or Community Manager shall then cause notice to be given, to Members entitled to vote, that a meeting will be held at a time and place from time to time set by the Board not less than fifteen (15) days, nor more than sixty (60) days, after receipt of the written request. Notice of special meetings shall specify the general nature of the business to be undertaken and that no other business may be transacted.

Section 3.8 Quorum. The presence at the beginning of any meeting, in person or by written proxy, of the Members entitled to vote at least twenty percent (20%) of the total votes of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence, in person or by written proxy, of the Members entitled to vote at least twenty percent (20%) of the total votes of the Association. If a time and place for the adjourned meeting is not fixed by those

in attendance at the original meeting, or, if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular or special meetings, as applicable. The Association President (or, in his or her absence, Vice President) shall serve as chairman to preside over the meeting and the Association Secretary (or Assistant Secretary) shall serve as a secretary to transcribe minutes of the meeting. Unless otherwise expressly provided, any action authorized hereunder or under the Declaration may be taken at any meeting of such Members upon the affirmative vote of the Members having a majority of a quorum present at such meeting in person or by proxy. Notwithstanding the presence of a sufficient number of Members to constitute a quorum, certain matters, including, without limitation, amendment to the Declaration, require a higher percentage (e.g., 67% or 75%) of votes of the total voting Membership of the Association.

Section 3.9 Suspension of Voting Rights. The Board shall have the authority to suspend any Member's right to vote at any meeting of the Members, for any period during which the payment of any assessment made pursuant to the Declaration against such Member and his or her Unit remains delinquent. Such suspension for nonpayment shall not constitute a waiver or discharge of the Member's obligation to pay the assessments provided for in the Declaration.

Section 3.10 Procedural Rules for Conducting Meetings. All Association meetings shall be conducted pursuant to procedural rules for meetings as set forth in the Declaration and, subject to the foregoing, generally in accordance with Robert's Rules of Order.

Section 3.11 Procedural Rules for Voting. The procedural rules for voting set forth in NRS Chapter 116 are incorporated fully herein by this reference.

ARTICLE 4

VOTING RIGHTS

Section 4.1 Voting. Subject to Section 4.2, below, each Member shall be entitled to cast one vote for each Unit owned.

Section 4.2 Appointment of Board. Declarant shall have the right to appoint and remove a majority of the Board, subject to the following limitations:

(a) Not later than sixty (60) days after conveyance by Declarant to Purchasers of twenty-five percent (25%) of the aggregate Units That May Be Created (as said terms are defined in the Declaration) at least one Director (but not less than 25% of the total Board), must be elected by Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance by Declarant to Purchasers of fifty percent (50%) of the aggregate Units That May Be Created, not less than one-third (1/3) of the total Board must be elected by Owners other than Declarant.

(c) The power reserved to Declarant in this Section 4.2 to appoint or remove a majority of the Board ("Declarant Control Period") shall terminate on the earliest of: (i) sixty (60) days after conveyance by Declarant of seventy-five percent (75%) of the aggregate Units That May Be Created; or (ii) five (5) years after Declarant has ceased to offer any Units for sale in the ordinary course of business; or (iii) five (5) years after any right to annex any portion of the Annexable Area was last exercised by Declarant.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1 Number. Subject to Section 4.2 above, the affairs of this Association shall be managed by a Board of at least three (3) Directors, all of whom (other than Directors appointed by Declarant) must be Members of the Association. The authorized number of Directors may be increased to five (5) or to seven (7) by Declarant (during the Declarant Control Period), and otherwise may be changed by resolution of the Board. The foregoing, and any other provision herein notwithstanding, until the end of the Declarant Control Period, Declarant shall have the right and power, in its sole discretion, to amend the Bylaws from time to time to change the number of Directors on the Board, provided that there shall not be less than any minimum number of Directors from time to time required by applicable Nevada law.

Section 5.2 Term of Office. Declarant shall initially appoint two Directors for a term of two (2) years, and one Director for a term of one (1) year, so that replacement of the Board shall be "staggered." Subject to Section 5.3, below, subsequently appointed or elected (as the case may

be) Directors shall serve terms of two (2) years (provided that the terms of Directors shall be set so as to uniformly expire on the same day of the same month, although permissibly in "staggered" years, in order to preclude the need for more than one Membership meeting each year to elect Directors), but in any event until the election of his or her successor.

Section 5.3 Removal and Successors. Subject to Section 4.2, above, any Director may be removed from the Board, with or without cause, as set forth hereunder. Upon receipt of a written petition requesting removal of any Director, signed by such Members as are required for the calling of a special meeting of the Members under Section 3.7 hereof, the Board shall present said petition to the Members for vote. At any duly noticed meeting of the Members at which a quorum is present, the Members may remove, with or without cause, any Director, other than a Director appointed by Declarant, if the number of votes cast in favor of removal constitutes: (a) at least thirty-five percent (35%) of the voting power of the Membership of the Association, and (b) at least a majority of all votes cast in that removal election. Subject to Section 4.2 above, in the event of death, resignation or removal of a Director, the successor Director shall be promptly elected by the Members in the manner set forth in Article 6 hereof, and shall serve for the unexpired term of his or her predecessor; provided that, until such election by the Members, the Board, by a majority of the voting power thereof, may temporarily fill such Board vacancy.

Section 5.4 Compensation. No Director shall receive compensation for any service he may render to the Association in his or her capacity as Director. However, any Director may be reimbursed for his or her reasonable actual expenses incurred in the ordinary and necessary performance of his or her duties, provided that any such expenditure in excess of Twenty-Five Dollars (\$25.00) shall require the approval of a majority of the Board prior to expenditure.

Section 5.5 Action Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 6
NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Notice of Eligibility. Not less than 30 days before the preparation of a ballot for the election of Directors, the Association Secretary shall cause notice to be given to each Member of his or her eligibility to serve as a Director. Each Member in good standing who is qualified to serve as a Director may have his or her name placed on the ballot along with the names of the nominees selected by the Board or a Nominating Committee established by the Board.

Section 6.2 Disclosure of Possible Conflicts. Each person whose name is placed on the ballot as a candidate for a Director must make a good faith effort to disclose any financial, business, professional or personal relationship or interest that would result or would appear to a reasonable person to result in a potential conflict of interest for the candidate if the candidate were to be elected to serve as a Director. The candidate must make the disclosure, in writing, to the Board or Nominating Committee, which in turn shall cause the disclosure(s) to be disseminated to all Members in a timely manner.

Section 6.3 No Manager Relations. Other than Directors appointed by the Declarant, a person may not be a Director or an Officer if the person, his or her spouse or his or her parent or child, by blood, marriage or adoption, performs the duties of a community manager for the Association.

Section 6.4 Secret Ballots. For so long as required by Nevada law, the election of Director(s) shall be conducted by secret written ballot as follows:

(a) The Secretary shall cause a secret ballot and a return envelope to be sent, prepaid by United States mail, to the mailing address of each Unit within the Community or to any other mailing address designated in writing by the Member(s).

(b) Each Member must be provided with at least 15 days after the date the secret written ballot is mailed to the Member to return the secret written ballot to the Association.

(c) A quorum is not required for the election of any Director.

(d) Only the secret written ballots that are returned to the Association may be counted to determine the outcome of the election.

(e) The secret written ballots must be opened and counted at a meeting of the Association. A quorum is not required to be present when the secret written ballots are opened and counted at the meeting.

(f) The incumbent Directors and each person whose name is placed on the ballot as a candidate for a Director may not possess, be given access to or participate in the opening or counting of the secret written ballots that are returned to the Association before those secret written ballots have been opened and counted at a meeting of the Association.

Section 6.5 Certification by Directors. Each Director shall, within 90 days after his or her appointment or election, certify in writing to the Association (on a form prescribed by the Nevada Real Estate Administrator), that he or she has read and understands the Governing Documents of the Association and the provisions of NRS Chapter 116 to the best of his or her ability.

ARTICLE 7

MEETINGS OF THE BOARD

Section 7.1 Organizational Meeting of Board. The first meeting of a newly elected or appointed Board shall be held within ten (10) days of election or appointment, at such place as shall be fixed by the Directors or at the meeting at which such Directors were elected.

Section 7.2 Regular Meetings of Board. Regular meetings of the Board shall be held at least once every ninety (90) days (or at such intervals as required by applicable Nevada law), at such place and hour as may be fixed from time to time by Board resolution. The Board shall review, at Board meetings (at least once every 90 days): (a) a current year-to-date financial statement of the Association; (b) a current year-to-date schedule of revenues and expenses for the operating account and the reserve account, compared to the budget for those accounts; (c) a current reconciliation of the operating account of the Association; (d) a current reconciliation of the reserve account of the Association; (e) the latest account statements received from the financial institutions

in which the accounts of the Association are maintained; and (f) the current status of any civil action or claim submitted to arbitration or mediation in which the Association is a party.

Section 7.3 Special Meetings of Board. Special meetings of the Board shall be held when called by the Association President, or by any two (2) Directors, after not less than three (3) days' notice to all Directors.

Section 7.4 Quorum for Board Meetings. A quorum is deemed present throughout any meeting of the Board if Directors entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting. 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.

Section 7.5 Notice to Owners of Board Meetings.

(a) Non-Emergency. Except in an emergency, the Association Secretary shall (not less than 10 days before the date of a meeting of the Board), cause notice of the Board meeting to be given to the Owners. Such notice must be: (1) sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner; or (2) published in a newsletter or other similar publication that is circulated to each Owner.

(b) Emergency. In an emergency, the Association Secretary shall, if practicable, cause notice of the Board meeting to be sent prepaid by United States mail to the mailing address of each Unit. If delivery of the notice in this manner is impracticable, the notice must be hand-delivered to each Unit or posted in a prominent place or places within the Common Elements.

(c) Definition of "Emergency". As used in this section, or the following section, "emergency" means occurrences or combination of occurrences that: (1) could not have been reasonably foreseen; (2) affect the health, welfare and safety of the Owners and/or residents; (3) require the immediate attention of, and possible action by, the Board; and (4) make it impracticable to comply with non-emergency notice or agenda provisions.

(d) Contents of Notice. The notice of a Board meeting must state the time and place of the meeting and include a copy of the agenda for the meeting (or the date on which and the locations where copies of the agenda may be conveniently obtained by the Owners). The notice must include notification of the right of an Owner: (1) to have a copy of the minutes or a summary of the minutes of the meeting distributed to him or her upon request (and, if required by the Board, upon payment by the requesting Owner to the Association of the cost of making the distribution), and (2) to speak to the Board (unless the Board is meeting in "executive session").

Section 7.6 Agenda of Board Meetings. The agenda of a Board meeting must comply with the agenda provisions of Section 3.6 above. The period required to be devoted to comments by Owners and discussion of those comments must be scheduled for the beginning of each Board meeting. In an emergency, the Board may take action on an item which is not listed on the agenda as an item on which action may be taken.

ARTICLE 8

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1 Powers and Duties. The Association shall have all of the powers given to such a corporation by law, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association set forth in the Declaration. The Board may delegate responsibility for the day-to-day operation of the Association to a Manager as provided in the Declaration. Without in any way limiting the foregoing portions of this Article 8, the Board shall comply with the mandatory insurance requirements set forth in the Declaration, and, in the Board's discretion, may obtain insurance against such other hazards and casualties as the Board may deem prudent, and may also insure any other property, whether real or personal, owned by the Association or located within the Properties (including, but not limited to, the Units) (as said terms are defined in the Declaration), against loss or damage by fire and such other hazards as the Board may deem desirable, with Association as owner and beneficiary of such insurance.

ARTICLE 9
OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Offices. The officers ("Officers") of the Association shall be a President, a Secretary, and a Treasurer, and such other Officers as the Board from time to time by resolution may create. All Association Officers (other than Officers elected by Directors appointed by Declarant during the Declarant Control Period) must be Owners and Members of the Association. Additionally, no person may be elected President, Secretary, or Treasurer, or any other Officer, or continue to serve in any such office, unless he or she also is first, and shall at all times remain, concurrently a Director and (after the Declarant Control Period) also a Member of the Association in good standing.

Section 9.2 Election of Officers. The Association Officers shall be elected annually by the Board. The election of Officers shall take place at the first meeting of the Board, and, thereafter, at annual intervals, following each Annual Meeting of the Members.

Section 9.3 Term. Each Association Officer shall hold office for one (1) year (or until the election of a successor), unless the Officer sooner shall resign, be removed, or otherwise be disqualified to serve.

Section 9.4 Special Appointments. The Board may elect an inspector of elections and 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, from time to time, may determine.

Section 9.5 Resignation and Removal. Any Officer may be removed from office by the Board, with or without cause. 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 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 9.6 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 replaced.

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except for special offices created pursuant to Section 9.4 above.

Section 9.8 Duties. Duties of the Officers are as follows:

(a) PRESIDENT. The President shall preside at all meetings of the Board and of the Members; shall see that orders and resolutions of the Board are carried out; shall execute all documents and may co-sign all checks and promissory notes; and shall cause to be prepared, executed, certified and recorded, all properly adopted amendments to the Declaration on behalf of the Association.

(b) SECRETARY. The Secretary shall record the votes and cause to be kept the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix the seal on all papers required to be sealed; shall cause to be served notices of meetings of the Board and of the Members; shall cause to be kept appropriate current records showing the Members and their addresses; and shall perform such other duties as required by the Board. The Secretary may co-sign checks in the absence of either one of (but not both of) the President or Treasurer in the event that either is not reasonably available.

(c) TREASURER. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall cause to be disbursed such funds as directed by Board resolution; may co-sign checks and promissory notes of the Association; shall cause to be kept proper books of account; shall cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall submit to the Board a proposed annual operating budget and statement of income and

expenditures, to be presented to the Members at the Annual Meeting or any duly held special meeting of the Members.

Section 9.9 Authority to Sign. Any other provision herein notwithstanding: (a) each and every Association check, promissory note, contract, and other obligation, in which the amount or obligation is less than Five Hundred Dollars (\$500.00), shall be signed by either the Association President or Treasurer; and (b) each and every Association check, promissory note, contract, and other obligation, in which the face amount or obligation exceeds Five Hundred Dollars (\$500.00) (or which is a withdrawal from or reduction of a Reserve Fund, regardless of amount) must be signed by not less than two (2) Officers as follows: (1) the President, and (2) the Treasurer (provided that the Secretary shall be authorized to co-sign checks in place of either (but not both) of the President or Treasurer in the event that either is not reasonably available). Without limiting any other provision of these Bylaws, each of the President, Treasurer, and Secretary must first be and at all times remain a Director and (after the Declarant Control Period) also a Member of the Association in good standing.

ARTICLE 10

BOOKS AND RECORDS

The Board shall cause to be kept a complete record of all of its acts and corporate affairs. 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 these Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 11

COMMITTEES

The Board may appoint committees as deemed appropriate in carrying out its purposes and may, by resolution, delegate any portion of its authority permitted by law to an Executive Committee consisting of the Association President, Secretary and Treasurer.

ARTICLE 12
ASSESSMENTS

As more fully provided in the Declaration, the Owner of each Unit is obligated to pay to the Association certain Assessments, which are or may be secured by a continuing lien upon the Unit against which the assessment is made.

ARTICLE 13
CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words:

"NORTHERN TERRACE HOMEOWNERS ASSOCIATION"

ARTICLE 14
NOTICE AND HEARING PROCEDURE

Before undertaking any action for which Notice and Hearing are provided for under the Declaration, the Board first shall cause written notice of such proposed action to be delivered to all Owners affected thereby. The notice shall describe the action proposed to be taken, and shall set the date of a hearing on the matter, which date shall be not less than ten (10) days nor more than thirty (30) days after delivery of the notice. Each affected Owner may be heard in person, or by counsel at the Owner's expense, at a hearing before a quorum of Directors. The Board may adjourn and continue the hearing from time to time as it deems necessary for the purpose of obtaining additional evidence or information. The Board shall issue its written ruling on the matter within forty-five (45) days after the conclusion of the hearing, which ruling shall be binding and conclusive as to all matters presented therein.

ARTICLE 15
AMENDMENTS AND OTHER DOCUMENTS

Section 15.1 Amendment. These Bylaws may be amended, added to, or altered, by either: (a) affirmative vote or written consent of not less than sixty-seven percent (67%) of the total voting power of the Association, and affirmative vote or written consent of not less than a majority of the total voting power of the Board; or (b) if an amendment fails to receive the number of votes required in (a), but receives a majority of the total voting power of the Membership, then the

Association, or any Owner, may file a petition with the Eighth Judicial District Court, Clark County, Nevada, seeking an order to amend the Declaration and to confirm the amendment as validly approved. Any amendment which will adversely affect the rights of any Eligible Holders (as defined in the Declaration) shall require the prior written approval of at least sixty-seven percent (67%) of said Eligible Holders, pursuant to the Declaration. Any amendment which will adversely affect the rights of Declarant shall require the prior written approval of Declarant. In the event that, and for so long as, the United States Department of Veterans Affairs ("VA") or the Federal Housing Administration ("FHA") is insuring or guaranteeing loans (or has agreed to insure or guarantee loans) on any portion of the Properties with respect to the initial sale by Declarant to a Purchaser of any Unit, any amendment to these Bylaws, for so long as Declarant has the right to appoint one or more Directors, shall require the prior written approval of VA or FHA, provided that the VA or FHA (as may be applicable) at such time regularly requires and issues such written approvals under the circumstances. Notwithstanding the foregoing, amendment of these Bylaws shall further require the prior written consent of LM CLIFF'S EDGE, LLC, a Delaware limited liability company ("LMC"), as the fee title owner of the LMC Property portion of the Annexable Area, for so long as any Lots are owned by LMC and are subject to the LMC Option Agreement in which Declarant is the optionee; provided that such LMC consent shall not be required with regard to any amendments required by the FHA, VA, or other governmental agency whose approval of the Association documents is required, or otherwise required by applicable law. Capitalized terms in these Bylaws not separately defined in the Bylaws shall reasonably have their respective meanings as set forth in the Declaration.

Section 15.2 Other Documents: Inconsistencies. The Articles of Incorporation and the Declaration are, by this reference, incorporated herein as if set forth in full. In the case of any irreconcilable conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any irreconcilable conflict between the Declaration and the Articles or these Bylaws, the Declaration shall control.

Section 15.3 Conformity with Applicable Law. The Board (and/or Declarant, for so long as Declarant owns a Lot in the Community) shall have the right and power, but not the obligation, from time to time to unilaterally amend these Bylaws, to correct any scrivener's errors, to reasonably clarify any ambiguous provision, and otherwise to ensure that these Bylaws conform with the requirements of applicable law, as may be amended from time to time.

ARTICLE 16

MISCELLANEOUS

Section 16.1 Fiscal Year. 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.

Section 16.2 Notices. Any notice permitted or required hereunder shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person or entity at the address given by such person or entity to the Association for the purpose of service of such notice, or to the residence of such person or entity if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 16.3 HUD/VA. HUD/VA has the right to veto amendments to these Bylaws as long as there is a Class B membership. The Association shall not have a Class B membership.

Section 16.4 NRS Chapter 116. Notwithstanding any other provision herein, it is the intent of the Declarant and the Board that these Bylaws and the Community shall be in all respects consistent with, and not in violation of, applicable provisions of NRS Chapter 116, as may be amended from time to time. In the event any provision of these Bylaws is found to irreconcilably conflict with or violate such applicable provision of NRS Chapter 116, such offending Bylaws provision shall be automatically deemed modified or severed herefrom, to the minimum extent necessary to remove the irreconcilable conflict with or violation of the applicable provision of NRS Chapter 116.

KNOW ALL MEN BY THESE PRESENTS:

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

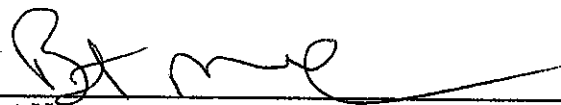
IN WITNESS WHEREOF, we have hereunto set our hands, as of the 27th day of ~~September~~ ^{October}, 2006.

NORTHERN TERRACE HOMEOWNERS ASSOCIATION,
a Nevada non-profit corporation

DIRECTORS:



Ruth Ochoa



Bart Monroe



Craig Hardy

(N:\wmr\MH.11\4.bylaws.01.wpd)