

BYLAWS
OF
LINKVIEW DRIVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is LINKVIEW DRIVE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Sun City Summerlin, Clark County, Nevada, but meetings of members and directors may be held at such places within the State of Nevada, County of Clark, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to LINKVIEW DRIVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Common Property" shall mean all real property owned by the Association as provided in the Declaration.

Section 3. "Declarant" shall mean and refer to DEL WEBB COMMUNITIES, INC., an Arizona corporation, and its successors as fully set forth in the Declaration.

Section 4. "Declaration" shall mean and refer to the Tract Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Recorder of Clark County, Nevada, at Book 890710 , Instrument 00163 .

Section 5. "Developer" and "Builder" shall be synonymous with and shall mean and refer to DEL WEBB COMMUNITIES, INC., an Arizona corporation, and its successors and assigns.

Section 6. "Dwelling Unit" shall mean and refer to a Garden Villa constructed by Developer upon a lot within the Properties.

Section 7. "Lot" shall mean and refer to the numbered Lots shown upon a recorded subdivision map of the Properties, together

with the dwelling constructed thereon, as recorded at Book 42 of Plats, Page 90, records of Clark County, Nevada.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Lots where the fee simple title is vested, of record, in a trustee pursuant to a trust instrument, shall be considered as having legal title vested in the trustor.

Section 10. "Properties" shall mean and refer to that certain real property described in the Declaration for Sun City Summerlin Unit 12.

Section 11. "Community Association" shall mean and refer to Sun City Summerlin Community Association, Inc., a Nevada non-profit corporation, its successors and assigns.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within forty five (45) days after at least fifty-one percent (51%) of the Lots have been sold and transferred, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, as such hour as shall be specified by the notice of the meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by hand

delivering or mailing a copy of such notice, postage prepaid, at least ten (10) days and not more than sixty (60) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the Developer or by the President or by a majority of the Board of Management, or upon written request of five percent (5%) of the Members who are entitled to vote.

Section 4. Quorum. The presence at the meeting in person or by proxy of fifty one percent (51%) of the votes of membership entitle to vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat shall have power to 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, without notice other than announcement at the meeting, at which meeting, the quorum requirement shall be twenty-five percent (25%) of the voting power of the membership of the Association.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable, and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Voting. For purpose of voting, each Lot shall constitute one (1) voting unit, it being understood that the Owners of each Lot shall be entitled to one (1) vote among them,

regardless of the number of persons who may own such Lot. When a vote of the membership requires a specific percentage of votes, the percentage shall be determined by reference to the aggregate number of votes of the membership.

ARTICLE IV

BOARD OF MANAGEMENT: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Management consisting of an odd number of not less than three (3) nor more than nine (9) members who, with the exception of the Initial Board, must be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall, in the event there are to be three (3) Board Members, elect each to a term of one (1) year. In the event the Members choose to have five (5) Board Members, three (3) shall be elected for a term of two (2) years and two (2) shall be elected for a term of one (1) year. In the event the Members choose to have a Board of Management in excess of five (5) Members, then there shall be concurrent terms for no less than three (3) Members.

Section 3. Removal. Any Board Member may be removed from the Board, with or without cause, by a majority vote of the total votes of membership of the Association. In the event of death, resignation or removal of a Board Member, his successor shall be selected the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The Board Members 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 Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V

NOMINATION AND ELECTION OF BOARD OF MANAGEMENT

Section 1. Nomination. Except as provided in Section 3 below, nomination for election to the Board of Management shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Management prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nomination for election to the Board of Management as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Members.

Section 2. Election. Election to the Board of Management shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

Section 3. Initial Board of Management. Notwithstanding the above, until the first meeting of the Members called within forty five (45) days after at least fifty-one percent (51%) of the Lots have been sold and transferred, Developer shall have the right to appoint all of the Members of the Board of Management without a meeting and without a vote of the Members.

ARTICLE VI

MEETINGS OF THE BOARD OF MANAGEMENT

Section 1. Regular Meetings. Meetings of the Board of Management shall be held at the discretion of the Board of Management, but at least twice annually, at such place and hour as may be fixed from time to time by the resolution of the Board. At least four (4) days notice of each meeting shall be given, and shall be posted or otherwise communicated to the Members. Should a meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Management shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director. Notice may be waived at any time by the person entitled to such notice. Notice of any special meeting shall be posted or otherwise communicated to the Members.

Section 3. Quorum. A majority of the Members of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Regular and Special Meetings of the Board of Management shall be open to all Members of the Association provided, however, that Association Members who are not on the Board of Management may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of quorum of the Board of Management. The Board of Management may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personal 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 be first announced in open session.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF MANAGEMENT

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

(a) Adopt and publish rules and resolutions governing the use of the Common Property and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including but not limited to enforcement of restrictions contained therein;

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

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary for a term not to exceed one (1) year, and to prescribe their duties; and

(f) Pay all taxes and/or assessments which are, or could become a lien on the Common Property or a portion

thereof; and contract for casualty, liability and other insurance on behalf of the Association; and delegate its powers to committees, officers or employees of the Association as may be expressly authorized by these Bylaws, the Tract Declaration Restrictions or Articles of Incorporation; and prepare budgets and financial statements for the Association; and enter upon any privately owned lot or unit as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Property or the membership.

Section 2. Duties. It shall be the duty of the Board of Management to:

(a) Cause to be kept a complete record of all of its acts and corporation affairs, and to present a written statement thereof to the Members at the Annual Meeting of the Members, at which a quorum is present;

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

(c) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring action at law against the Owner personally obligated to pay the same;

(f) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance

of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) Procure and maintain adequate liability and hazard insurance on property owned by and activities of the Association;

(h) Cause the officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(i) Cause the Common Areas to be maintained;

(j) See that a summary of the budget for each fiscal year is distributed to the membership not less than forty-five (45) days before the beginning of the fiscal year and that copies of the full budget are available for copying, said budget to include at least the following information:

(1) Estimated revenue and expenses on an accrual basis.

(2) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and of contingencies.

(3) An itemized estimate of the remaining life of, and the methods of funding to defray the costs of repair, replacement or additions to, major components of the common areas and facilities for which the Association is responsible.

(4) A general statement setting forth the procedures used by the governing body in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible.

(k) See that an annual report is prepared within one hundred twenty (120) days after the close of the fiscal year covering at least the following items:

(1) A balance sheet as of the end of the fiscal year.

(2) An operating (income) statement for the fiscal year.

(3) A statement of changes and financial position for the fiscal year.

Sufficient copies of the annual report shall be prepared so that any member requesting the same may be provided with a copy thereof, and, in addition thereto, one or more copies of the report shall be made available by the Association for review and copying by the membership.

(1) Perform such other duties as may be established by the membership from time-to-time or set forth in these Bylaws or the Articles of Incorporation.

Section 3. Restrictions on Powers. The Board of Management shall be prohibited from taking any of the following actions, except with the vote or written assent of a majority of the voting members of the Association other than Developer.

(a) Enter into a contract with a third person wherein the third person will furnish goods or services to the Association or for the facilities of the Association for a term longer than one (1) year with the following exceptions:

(1) A Management Contract.

(2) Employment Contracts for General Manager.

(3) A Contract with a public utility company regulated by the Nevada Corporation Commission, provided, however, that the term of the Contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(b) Incurring aggregate expenditures for capital improvements to the common area in any fiscal year in excess of five percent (5%) of the budgeted gross expenditures of the Association for that fiscal year.

(c) Paying compensation to members of the Board of Management or to officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board of Management may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Management following each Annual Meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any latter time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The President shall preside at all meeting of the Board of Management and Casual or Special Meetings of the Members, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Member's; keep the corporate seal of the Association, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall direct the receipt and deposit in appropriate bank accounts of all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Management; see that proper books of account are kept; and shall supervise the preparation of an annual budget and a statement of income and expenditures to be represented to the membership at its regular Annual Meeting, and, deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Management shall appoint a Nominating Committee, and other committees as deemed appropriate in carrying out its purpose, as provided in these Bylaws.

ARTICLE X

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify any and all of its Officers, Board Members and former Officers and Board Members against all expenses incurred by them and each of them, including but not limited to legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of authority as an Officer or Board Member of the Association. whenever any Officer or Board Member or former Officer or Board Member shall report to the President of the Association or the Chairman of the Board of Management that he/she has incurred or may incur expenses, including but not limited to legal fees, judgments and penalties in a legal action brought or about to be brought against him/her for or on account of any action or omission, other than (i) an act or omission involving intentional miscon-

duct, fraud or a knowing violation of law; or (ii) the payment of dividends in violation of NRS 78.300, alleged to have been committed by him/her while acting within the scope of his/her authority as an Officer or Board Member of the Association, the Board of Management shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person engaged in or committed (i) an act or omission involving intentional misconduct, fraud or a knowing violation of law; or (ii) the payment of dividends in violation of NRS 78.300. If the Board of Management determines in good faith that such person did not engage in or commit (i) an act or omission involving intentional misconduct, fraud or a knowing violation of law; or (ii) the payment of dividends in violation of NRS 768.300 in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the Association shall have the right to refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Association, at its own expense and through counsel of its own choosing, to defend him/her in the action.

ARTICLE XI

BOOKS AND RECORDS

The membership register, books of account and minutes of the meetings of the members of the Board of Management and of committees of the Board of Management of the Association shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place

within the Property as the Board of Management shall prescribe. The Board of Management shall establish reasonable rules with respect to prior notice to be given to the Custodian of Records, the hours and days of the week when any inspection may be made, and the payment of the cost of reproducing copies of documents requested by a Member. Every Board Member shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association assessments. Any assessments which are not paid within thirty (30) days of the due date shall be delinquent, shall constitute a lien on the Lot of the Owner who fails to pay them and shall bear interest from the date of delinquency at the rate provided in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees of any such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal bearing the name of the Association.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, at which a quorum is present by a

vote of a majority at the meeting and at least a bare majority of the votes of Members other than Developer.

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

ARTICLE XV
MISCELLANEOUS

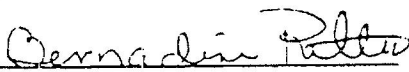
The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, I have executed these Bylaws this 4th day of December, 1989.



President
Kimball Bannister

ATTEST:



Secretary
Bernadine Ritter