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IDLEWOOD, UNIT II HOMEOWNERS' ASSOCIATION
AMENDED AND RESTATED BYLAWS

ARTICLE I - NAME and LOCATION

The name of the Corporation shall be Idlewood, Unit II Homeowners' Association, hereinafter referred to as the "Association". The principal office of the Association shall be located in Flagstaff, Coconino County, Arizona.

ARTICLE II - OBJECT

The purpose of the Association shall be to conduct the affairs common to the members; to ensure and maintain the architectural environment; to ensure and maintain the social environment (noise levels, multiple use, and upkeep of property); to ensure and maintain any and all conduct becoming to a neighborhood.

ARTICLE III - DEFINITIONS

Section 1. "Association" shall mean and refer to IDLEWOOD, UNIT II HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land or any subdivision thereof shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or subdivision thereof 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.

Section 6. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the office of the County Recorder of Coconino County, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and in these bylaws.

Section 8. All other capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Declaration.

ARTICLE IV - MEMBERS

Section 1. Membership in the Association shall be limited to the Owners of Lots within the Properties. Each Owner shall remain a Member until he or she no longer owns a Lot.

Section 2. Members shall be entitled to cast one (1) vote per Lot. When more than one person holds an ownership interest in any Lot, all such persons shall be Members as set forth in Article IV, Section 1, above. The vote for such Lot shall be exercised as said Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. A Member in good standing shall be one who is current in the payment of all assessments, annual and/or special.

Section 4. A Member whose assessments, annual and/or special, have not been paid within thirty (30) days after the due date of the assessment shall be considered delinquent. For such time period as the Member is delinquent in their assessments, they shall not be considered to be a Member in good standing, and their voting rights may be suspended until all delinquent assessments are resolved.

ARTICLE V - MEMBERSHIP MEETINGS

Section 1. Annual Meetings: An annual meeting of the Members shall be held during the month of June or July each year at such time and place as is determined by the Board.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the president or by the Board, or shall be called by the Board upon written petition signed by Members having at least one-tenth (1/10) of the total authorized votes in the membership of the Association. Such petition shall state the purpose or purposes of such proposed meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, at least fifteen (15), but no more than fifty (50) 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. By attending a meeting, a Member waives any right he may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the statutes of the State of Arizona.

Section 4. Quorum: Except as otherwise provided in the Articles, the Declaration or these Bylaws, the presence in person or by absentee ballot of Members entitled to cast at least one-third (1/3rd) of the total authorized votes in the Association shall constitute a quorum at all meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5. Ballots: All issues presented at any meeting for a vote by the membership shall be voted upon by written ballot, and Members shall have the opportunity to vote in person at the meeting or by absentee ballot.

ARTICLE VI - BOARD of DIRECTORS

Section 1. Number: The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors who must be members of the Association. The Board shall always be an odd number in size. If the number of directors is increased by the Board, the persons appointed to fill the vacancies created by the new directorships shall serve until the next annual meeting of the Members, prior to which time the Board shall determine the term of office of each new directorship so as to preserve staggered terms, and the Members shall elect a successor to the persons appointed by the Board.

Section 2. Term of Office: Except as otherwise set forth herein, all directors elected by the Members shall be elected for staggered three (3) year terms, holding office until their successors are elected and qualified. At each annual meeting of the Members, Director(s) to fill open positions shall be elected to three (3) year terms, except that the Board may adjust term lengths as necessary to preserve staggered terms.

Section 3. Vacancy and Removal: A Director may resign by delivering written notice of resignation to any Director or officer of the Association. Vacancies on the Board caused by any reason shall be filled by a majority vote of the remaining Directors at the first regular or special meeting of the Board held after the occurrence of such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so appointed shall serve until the next annual meeting of the Members, at which time a successor shall be elected to serve out the remainder of the unexpired term of the prior Director. Any one or more of the members of the Board may be removed from the Board with or without cause pursuant to Arizona law.

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

Section 5. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Such written consent may be obtained via electronic mail ("e-mail"). Any such written consent shall be filed with the minutes of the proceedings of the Board.

ARTICLE VII - NOMINATION and ELECTION of DIRECTORS

Section 1. Nomination: Nomination(s) for election to the Board of Directors may be made by a Nominating Committee appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. If a Committee is appointed, the Committee shall choose one of its members to be the Chairman. The Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. In the absence of a Nominating Committee, the Board shall solicit nominations for open Director positions from the membership prior to sending out the absentee ballot to vote for the election of Directors. Nominations from the floor shall not be permitted.

Section 2. Election: Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected, with the larger vote elected to the longer term. A teller committee of three (3), each of whom are not a nominee, shall be appointed by the Board to tally the votes.

ARTICLE VIII - MEETINGS of DIRECTORS

Section 1. Regular meetings of the Board may be held at such time and place that shall be determined from time to time by the Board. Such meetings shall be held at least once during each fiscal year. The Board shall meet at least thirty (30) days prior to the annual meeting and shall prepare an Agenda for the annual meeting to be mailed with the notice of the meeting. In all cases, Members shall be notified of Board meetings at least 48 hours in advance in a manner allowed by law except in emergency circumstances.

Section 2. Special meetings of the Board of Directors shall be held when called by the President or by any two (2) Directors after not less than three (3) days notice to each Director. In the case of special meetings, the purpose of the meeting shall be included in the call. Attendance by a director at any meeting of the Board shall be

a waiver of notice by him of the time and place thereof. Notice of special meetings also shall be given to the Members in accordance with the requirements of Arizona law.

Section 3. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may participate in Board meetings through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including, but not limited to, telephone conference or video conference. A director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE IX - POWERS and DUTIES of the DIRECTORS

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

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

(b) suspend the voting rights and right to use the recreational facilities 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;

(d) authorize the officers to enter into one (1) or more management agreements with third parties in order to facilitate efficient operation of the Properties. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of the Properties, and all improvements, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of such management agreements shall be as determined by the Board of Directors to be in the best interest of the Association, and shall be subject in all respects to the Articles of Incorporation, these Bylaws and the Declaration;

(e) in the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the

same and the exercise of one remedy shall not prevent the Association from exercising any other remedy available at law or in equity.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the members who are entitled to vote;

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

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

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

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

(e) procure and maintain adequate liability insurance and to procure adequate hazard insurance on property owned by the Association as the Directors deem advisable;

(f) cause all officers or employees having fiscal responsibilities to be bonded or be covered by fidelity or dishonesty insurance coverage, as it may deem appropriate;

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

(h) cause the exterior of the dwellings to be maintained.

ARTICLE X - OFFICERS and their DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall, at all times, be members of the Board of Directors, a Secretary 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 Directors and 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 by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve until the next annual meeting.

Section 7. Multiple Officers. 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:

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

(b) 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.

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

(d) Treasurer - shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review, compilation, or audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XI - COMMITTEES

The Association may appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors, may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII - BOOKS and RECORDS

The books, records, and papers of the Association shall be subject to inspection by any Member in accordance with Arizona law.

ARTICLE XIII - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment collection policy, approved by the board and dated May, 1, 2003, shall take effect, and the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The taking of one form of action by the Association shall not prevent it from exercising any other legal rights that it may have at law or in equity to pursue collection of all outstanding amounts owed. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XIV - AMENDMENTS

Section 1. These Bylaws may be amended upon receiving the approval of members constituting two-thirds (2/3) of the votes cast at a meeting called for such purpose or a majority of the voting power in the Association, whichever is less, and amendments regarding quorum or voting requirements must meet the same quorum requirement and be approved by the same vote and classes of members required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

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 31st day of December of every year.

IN WITNESS WHEREOF, we being all of the Directors of IDLEWOOD, UNIT II HOMEOWNERS' ASSOCIATION, have hereinto set our hands this 24th day of July 2010

Kay Thompson, Director Kay Thompson

Kathy Kietzer, Director Kathy Kietzer

John ~~Sewartz~~ Schwarz, Director

Judith Mente, Director Judith Mente