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BYLAWS
OF
BRIO HOMEOWNERS ASSOCIATION

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Article I
Name, Principal Office, and Definitions

1.1. Name. The name of the corporation is Brio Homeowners Association (the "Association").

1.2. Principal Office. The principal office of the Association shall be located in Washington County, Utah. The Association may have such other offices, within or outside the State of Utah, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Brio recorded in the public records of Washington County, Utah, as it may be amended (the "Declaration"), unless the context indicates otherwise.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

2.1. Membership. The Association shall have one class of membership as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference. The Association shall have a temporary second class of membership, in which the Declarant shall be the sole member, and which shall expire upon the expiration of the Declarant Control Period described in the Declaration.

2.2. Place of Meetings. Meetings of the Association shall be held within the Properties or at such other suitable place as the Board may designate.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held not later than one year from the first sale of a Lot within the Properties to a Person other than a Builder. Subsequent regular annual meetings shall be set by the Board so as to occur at least thirty (30) days but not more than one hundred twenty (120) days after the close of the Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of a Majority of the Board or upon a petition signed by at least ten percent (10%) of the total vote of the Association.

2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered to each Owner entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting, said notice shall be delivered either personally, by mail, or by electronic means, including text message, email, or will be posted in an obvious and prominent place on the Association's website, and such notice will constitute fair and reasonable notice. A member wishing not to receive notice by electronic means must notify the Association in writing and must request of the Association to provide notice to the member by U.S. mail only.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof; unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference. Members may vote in person at a meeting by voice vote or ballot. Members may also vote by mail or electronic means, such as email, or the Association's website, as long as a signature is attached, all as determined by the Board; provided, however, meetings shall be held when required by the Declaration or Bylaws. All Membership votes cast for the election of Directors shall be by secret written ballot. Unless otherwise provided for in the Declaration, all Membership votes shall be subject to the quorum requirements of Section 2.9 of these Bylaws and, if a quorum is established, a Majority vote of the votes cast will constitute an affirmative action of the Association.

2.8. Majority. As used in these Bylaws, the term "Majority" shall mean those votes, Owners, or other groups, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

2.9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of fifty percent (50%) of the Members of the Association shall constitute a quorum at all meetings of the Association.

2.10. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.11. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a Majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, the required quorum for the conduct of business shall be reduced by one-half (1/2); if the meeting is reconvened a second time, the reduced quorum shall again be reduced by one-half (1/2), so that the required quorum is one-fourth (1/4) of the original requirement. At any reconvened meeting, if the required reduced quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members 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 Members to leave less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. All such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business. Such consents shall be filed with the minutes of the Association.

Article III **Board of Directors: Number, Powers, Meetings**

3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to Directors appointed by the Declarant during the Declarant Board Control Period, the Directors shall be Members or residents; provided, however, no more than one representative from a Lot may serve on the Board at the same time. All Directors shall complete, prior to being elected to the Board, such training and committee or other service requirements as established by the Board. Directors appointed by the Declarant need not be Members of the Association or residents. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such member shall be presumed to be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by such Member. No such Member may have more than, one such representative on the Board at a time, except in the case of Directors appointed by the Declarant.

3.2. Number of Directors. The initial Board shall consist of (3) three Directors as identified in the Articles of Incorporation. During the Declarant Control Period, the Board shall consist of three (3) Directors unless the number of Directors is changed by the Declarant. Following the expiration of the Declarant Control Period, the Board shall consist of not less than seven (7) Directors.

3.3. Nomination of Directors. Except with respect to Directors appointed by the Declarant during the Declarant Control Period, nominations for election to the Board shall be made by a nominating committee. The nominating committee shall consist of three or more Persons and a chairperson, who shall be a member of the Board. The remaining members of the nominating committee shall be Members, residents of Dwelling Units, or any officer, director, partner or trust officer of a Member which is not a natural person.

The nominating committee shall be appointed by the Board no later than three (3) months before the election, and the committee shall serve until the newly elected Board holds its first Meeting. The nominating committee shall nominate its slate of candidates for the Board no later than forty-five (45) days before the election shall be held.

3.4. Removal of Directors and Vacancies. Any Director elected by the Members may be removed, with or without cause, by the vote of Members holding two-thirds of the votes entitled to be cast for the election of such Director at any meeting of the Association at which a quorum is present. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall be elected by the Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Members who has three (3) absences from Board meetings within a twelve (12) month period, or is more than thirty (30) days delinquent in the payment of any assessment or other charge due the Association, may be removed by a Majority of the Directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a Director elected by the Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such Directorship may elect a successor for the remainder of the term. Any Director which the Board appoints shall be selected from among the Members. In the event of the death, disability or resignation of a Director appointed by the Declarant, the Declarant may appoint a successor to fill the vacancy for the remainder of the term.

3.5. Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place

the Board shall fix.

3.6. Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the Directors shall determine, but at least one such meeting shall be held each quarter. Notice of the time and place of a regular meeting shall be noticed and communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.7. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, television, or such other communication device. All such notices shall be given at the Director's telephone number, fax number, electronic mail number, or sent to the Director's address as shown on the records of the Association. Notices of special meetings of the Board shall be posted in a prominent place within the Properties. Notices sent by first class mail shall be deposited within the Properties. Notices shall be delivered or transmitted at least 72 hours before the time set for the meeting.

3.8. Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.9. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference call, television, or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.10. Quorum of Board of Directors. Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting

of the Board cannot be held because a quorum is not present, a Majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.11. Compensation. No Director shall receive any compensation from the Association for acting as such; provide however, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering-into such contract and such contract was approved by a Majority of the Board, excluding the interested Director.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.13. Open Meetings. All meetings of the Board shall be open to all Members, but attendees other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by the President. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than Directors, to discuss matters of a sensitive nature, such as pending or threatened litigation and personnel matters.

3.14. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a formal meeting if either (a) a consent in writing, setting forth the action so taken, is signed by all of the Directors, or (b) such action taken without a formal meeting is ratified at a subsequent meeting of the Directors. Such consent or ratification, as the case may be, shall have the same force and effect as a formal vote. Written consent or consents shall be filed with the minutes of the proceedings of the Board.

3.15. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things that are not by the Governing Documents or Utah law directed to be done and exercised exclusively by the membership generally, including entering into covenants to share Costs and cross-use agreements for the benefit of the members of the Association.

3.16. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association provided, an reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- (f) making and amending use restrictions and rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;
- (i) enforcing, by legal means, the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;

(l) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific Owners;

(m) keeping books with detailed accounts of the receipts and expenditures of the Association;

(n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents, and all other books, records, and financial statements of the Association;

(o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(p) indemnifying a Director, officer or committee member, or former Director, officer or committee member of the Association to the extent such indemnity is permitted or required by Utah law, the Articles or the Declaration; and

(q) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

3.17. Management. The Association may, but shall not be required to, employ for the Association a professional management company or companies at such compensation as the Board may establish, to serve as Manager and perform such duties and services as the Board shall authorize. The Declarant, or an affiliate of the Declarant may be employed as managing company or manager. The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the Manager, if any, which might arise between meetings of the Board.

3.18. Financial Standards, Accounts and Reports.

(a) *Standards*. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed; provided however, that any subsidy funded by the Declarant may be calculated on a cash basis of accounting;

(2) accounting and controls should conform to generally accepted accounting principles;

(3) cash accounts of the Association shall not be commingled with any other accounts;

(4) no remuneration shall be accepted by the managing company from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise anything of value received shall benefit the Association; and

(5) any financial or other interest which the managing company may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

(b) *Budget.* The Board shall cause a reserve budget and a Common Expense budget (collectively referred to as the "Budget") for the Association, to be prepared for each fiscal year of the Association, a copy of which shall be distributed to each Member of the Association not less than thirty (30) nor more than sixty (60) days before the beginning of the fiscal year to which the Budget relates. A copy of the Budget shall be distributed personally or by mail or other manner reasonably designed to provide delivery to each of the Members of the Association. The Budget shall include the following information:

(1) the estimated revenue and expenses of the Association on an accrual basis for the forthcoming fiscal year;

(2) the amount of the total cash reserves of the Association currently available for the replacement or major repair of the Area of Common Responsibility and for contingencies;

(3) an estimate of the current replacement costs, of the estimated remaining useful life of, and the methods of funding to defray future repair, replacement or additions to, those major components of the Area of Common Responsibility;

(4) a general statement setting forth the procedures used by the Board in calculation and establishment of reserves to defray the future repair, replacement or additions to major components of the Area of Common Responsibility;

(5) a statement disclosing whether the Declarant or a Builder is contributing "in kind" services or material pursuant to a contract with the Association and that their assessment obligation may be reduced or abated by the amount of the agreed value of such services or materials; and

(6) a statement disclosing whether a subsidy contract exists between the Declarant and the Association.

Subject to applicable law, in lieu of distributing the Budget as specified in this Section, the Board may elect to distribute a summary of the Budget ("Summary") to all Members with a written notice that the Budget is available at the business office of the Association or at another suitable location within the boundaries of the Properties and that copies will be provided upon request at the expense of the Association. If any Member requests a copy of the Budget, the

Association shall provide one copy to the Member without charge by first-class United States mail and deliver such copy within 5 days of such request. The written notice that is distributed to each of the Members shall be in at least 10 point bold type on the front page of the Summary.

(c) *Financial statements.* The Board may cause an annual report ("Financial Statement") to be prepared in accordance with generally accepted accounting principles to be distributed to each Member of the Association within one hundred 120 days after close of the Association's fiscal year. A copy of the Financial Statement shall be distributed personally or by mail or other manner reasonably designed to provide delivery to each of the Members of the Association and shall consist of:

- (1) a balance sheet as of the end of the fiscal year;
- (2) an income and expense statement for the fiscal year (this statement shall include a schedule of assessments received and receivables identified by the numbers of the Lots and the names of the Owners assessed); and
- (3) a statement of changes in financial position for the fiscal year.

The Financial Statement shall be prepared by an independent accountant for any fiscal year in which the gross income to the Association exceeds \$75,000.00. If the Financial Statement is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without independent audit or review of the books and records of the Association.

(d) *Quarterly requirements.* The Board shall do the following at least quarterly:

- (1) cause a current reconciliation of the Association's operating accounts to be-made and- review the same;
- (2) cause a current reconciliation of the Association's reserve accounts to be made and review the same;
- (3) review the current year's actual reserve, revenues and expenses compared to the current year's Budget;
- (4) review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts;
- (5) review an income and expense statement for the Association's operating and reserve accounts; and

(6) review the delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent.

3.19. Borrowing. The Association shall have the power to borrow money for any legal purpose, provided, the Board shall obtain Member approval in the same manner provided in Section 8.5 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12month period, exceeds or would exceed 5% of the budgeted gross expenses of the Association for that fiscal year. No Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least 80% of the total vote in the Association.

3.20. Rights of the Association. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Properties; provided, any common management agreement shall require the consent of a Majority of the total number of Directors of the Association. The Association shall not have the right to terminate any such contract entered into during the Declarant Board Control Period.

3.21. Enforcement.

(a) *Notice*. Prior to imposition of any sanction as provided in the Declaration, the Board or the Manager shall serve the alleged violator with written notice including: (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed; (iii) a statement that the alleged violator may present a written request for a hearing to the Board within fifteen (15) days of delivery of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received by the Board within such time period. Proof of proper notice shall be placed in the Board's record book. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or company who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing.

If a timely request for a hearing is not received by the Board, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured or if a cure is diligently commenced within the fifteen day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) *Hearing*. If a hearing is requested within the allotted fifteen-day period, the

hearing shall be held before the Board in executive ("closed") session. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

3.24. Prohibited Acts. The Board shall not take any of the following actions except with the written consent or vote of at least a Majority of the Members other than the Declarant:

(a) to pay compensation to Directors or officers of the Association for services performed in the conduct of the Association's business; provided, however, the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying on the business of the Association; or

(b) to enter into a contract with a third Person wherein the third Person will furnish goods or services for the Area of Common Responsibility or the Association for a term not to exceed three (3) years, with the following exceptions:

(i) agreements for cable television services and equipment or satellite television services and equipment not to exceed six years duration, provided that the supplier is not an entity in which Declarant has a direct or indirect interest of 10% or more; and

(ii) agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services thereof, not to exceed five years duration, provided that the supplier is not an entity in which Declarant has a direct or indirect interest of 10% or more.

No contract with the Association negotiated by Declarant shall exceed a term of one year except as may otherwise be provided in paragraph (d) of this Section.

Article IV **Officers**

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer and shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Association, as set forth in Article III above.

4.3. Removal and Vacancies. The Board may remove any officer whenever, in its

judgment the best interests of the Association will be served. A vacancy arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting. The Secretary shall keep the minutes of all meetings of the Association and the Board and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, any officer directed by the Board shall perform all duties incident to the office of Secretary. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and these Bylaws and may delegate all or part of the preparation and notification duties to a finance committee, Manager, or both.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other person or persons as may be designated by resolution of the Board. The Board shall require signatures for the withdrawal of reserve funds of either two members of the Board or a member of the Board and officer of the Association who is not also a member of the Board. For purposes of this Section, "reserve funds" means monies the Board has identified in the Budget for use to defray the future repair or replacement of or additions, to those major components which the Association is obligated to maintain.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.11 above.

Article V Committees

5.1. General. The Board may establish such committees and charter clubs as it deems appropriate to perform such tasks and functions as the Board may designate by resolution; provided, however, any committee member, including the committee chair, may be removed by the vote of a Majority of the Directors. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate

in accordance with the terms of the resolution establishing such committee or charter club.

Article VI
Miscellaneous

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year, January 1 through December 31, unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Utah law, the Articles of Incorporation, the Declaration, or these Bylaws.

6.3. Conflicts. Any conflicts between these Bylaws and the other Governing Documents shall be resolved as set forth in Section 1.4 of the Declaration.

6.4. Books and Records.

(a) *Inspection by Members and Mortgagees*. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, Bylaws, and Articles of Incorporation, including any amendments, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.

(b) *Rules for Inspection*. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) *Inspection by Directors*. 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 inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements, or other communications meant for the Association or for a particular Member under the Declaration or these Bylaws shall be in writing and shall be deemed to have

been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board, or the managing company, at the principal office of the association or the managing company or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Declarant. During the Declarant Control Period, the Declarant may unilaterally amend these Bylaws. Following the expiration of the Declarant Control Period, the Bylaws may only be amended by the Members generally as set forth below.

(b) By Members Generally. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the total of those who vote, provided that the required quorum is present at the time of such vote, and with the consent of the Declarant during the Declarant Control Period. In addition, the mortgagee approval requirements set forth in Section 21.4 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

If an Owner consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Owner has the authority to do so, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Notwithstanding any provision herein to the contrary, no amendment to these Bylaws may remove, revoke, or modify any right or privilege of Declarant relating to its ability to complete development of the Properties in compliance with the Master Plan without the written consent of Declarant or the assignee of such right or privilege until the last lot in the last phase of Brio is no longer listed for sale by the Declarant.

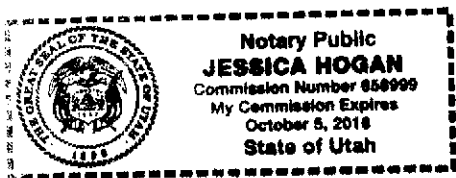
These Bylaws of Brio Homeowners Association affect the real property described on Exhibit "A" attached hereto, located in Washington County, State of Utah (which is also described in Exhibit "A" of the Declaration), and any other real property identified in Exhibit "B" to the Declaration which may be annexed to the Properties from time to time.

IN WITNESS WHEREOF, I, being the President of BRIO HOMEOWNERS ASSOCIATION, certify and acknowledge that these BYLAWS OF BRIO HOMEOWNERS ASSOCIATION are true and accurate and the legally adopted Bylaws of said company.

By: [Signature]
President

STATE OF UTAH)
):SS
COUNTY OF WASHINGTON)

On this 17th day of December, 2015, before me personally appeared Benjamin Willits, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/~~she~~ is the President of Brio Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/~~her~~ on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/~~she~~ acknowledged before me that he/~~she~~ executed the document on behalf of the Association and for its stated purpose.



[Signature]
Notary Public

DECLARANT CONSENT

These Bylaws are hereby approved as to both form and content by RREF II – JFH Brillo, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the day and year first written below,

RREF II-JFH BRILLO, LLC,
a Delaware limited liability company
By: RREF II-JFH BRILLO MEMBER, LLC,
a Delaware limited liability company
Its: Manager

By: RIALTO REAL ESTATE FUND II, LP,
a Delaware limited partnership
Its: Sole Member

RIALTO PARTNERS GP II, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Senior Officer: Anthony Seijas
Title: Vice President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, a Notary Public in and for the State of Florida on the 17th day of December, 2015, by Anthony Seijas, as Vice President of JF BRILLO DEL SOL DEVELOPMENT, LLC, a Utah limited liability company, the Project Manager and Authorized agent of RREF II-JFH BRILLO, LLC, a Delaware limited liability company, who produced _____ as identification or is personally known to me, and who acknowledged to me that *she executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[SEAL]



M Shaffer
Notary Public