

(Reserved for Registry)

**BRIO CONDOMINIUM TRUST
(Hingham, MA)**

Amendment to the Declaration of Trust / By-Laws

- 1) Article III, Section 3.1 – Regarding Trustee Terms**
- 2) Article IV, Section 4.3 – Regarding Proxies**
- 3) Add a new Article V-A – Regarding Electronic Communications/Virtual Meetings**

Reference is hereby made to that certain Declaration of Trust dated February 22, 2019, and recorded with the Plymouth County Registry of Deeds (hereinafter “Registry of Deeds”) in Book 50842, Page 109, as may be amended of record, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Brio Condominium Trust, which is the organization of unit owners of the Brio Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated February 22, 2019, and recorded with said Registry of Deeds in Book 50842, Page 72, as may be amended of record.

WHEREAS Unit Owners entitled to at least Sixty-Seven (67%) of the Beneficial Interest desire to and have voted in writing to amend said Declaration of Trust / By-Laws, as provided for in Article VII of said Declaration of Trust, copies of those votes are attached hereto as Exhibit A;

WHEREAS the Board of Trustees hereby attest and certify, as indicated by their signatures below, that this amendment complies with requirements of said Article VII including that the amendment has been consented to by the requisite number of Unit Owners which votes were received within six months of the date of the execution of this instrument;

WHEREAS the undersigned, who represent the Trustees of the Brio Condominium Trust, have voted in favor to amend said Declaration of Trust / By-Laws and approve this amendment and all provisions being amended hereby;

WHEREAS no other consents are required;

NOW THEREFORE said Declaration of Trust / By-laws is hereby amended in accordance with the provisions thereof as follows:

I. By deleting Section 3.1 of Article III in its entirety and replacing same with the following:

Section 3.1. Number and Term.

The Initial Board hereunder shall serve, unless it opts to resign earlier, which it may do in its sole discretion, until either (a) the Declarant no longer owns or controls any units in the BRIO CONDOMINIUM or (b) three (3) years from the date on which the first unit deed for any unit in the BRIO CONDOMINIUM is recorded with the Registry of Deeds, whichever is sooner (which occurrence is hereinafter referred to as the "Operating Event"). Until the Operating Event, the Declarant or its successor in interest in the Condominium, shall be entitled to remove any Trustee and designate all Trustees or any successor Trustee (in the case of any vacancy resulting from expiration of a term, resignation, removal or death of a Trustee designated by the Declarant) by an instrument executed by the Declarant and recorded with the Registry of Deeds stating the Trustee's name and business address, and that said Trustee is being so designated and containing the Trustee's acceptance of designation duly acknowledged. Within thirty (30) days of the Operating Event, the Unit Owners shall elect five (5) natural persons who are Unit Owners to serve as Trustees of the BRIO CONDOMINIUM TRUST, one (1) of whom shall be the Initial Board or its successor hereunder, provided the Declarant still owns or controls any units and the Trustees hereunder accept such appointment.

Except as otherwise provided herein, the term of each Trustee hereinafter elected, shall be for a period of three (3) years from the annual meeting of Unit Owners at which such Trustee is elected, and shall be on a staggered basis such that each year one (1) or two (2) Trustees are elected. A Trustee whose term has expired shall continue in office until a successor is elected or appointed. Any Trustee elected or appointed at any time, other than at the annual meeting, shall fill the remainder of the term of the vacancy he/she fills. To establish staggered terms, at the first annual meeting following the recording of this Amendment, all five (5) Trustees (unless the Declarant still owns a Unit and remains a Trustee, then only four (4) Trustees) shall be elected to staggered terms as follows: two natural persons shall be elected to serve three (3) year terms; two natural persons shall be elected to serve two (2) year terms; and one natural person shall be elected to serve a one (1) year term (unless the Declarant remains a Trustee, then no fifth person shall be elected to this term as it is already filled), with those receiving the most votes being elected to the longer terms and so forth.

[End]

[Remainder of Page Left Blank Intentionally]

II. By deleting Section 4.3 of Article IV in its entirety and replacing same with the following:

Section 4.3. Proxies. Any person (who need not be a Unit Owner) designated by a Unit Owner in a writing filed with the Trustees (or Managing Agent) to act as proxy on his/her behalf shall be entitled to act for the Unit Owner in all matters concerning the Trust and the Condominium within the authority granted by the proxy and until the proxy expires or is revoked in a writing filed with the Trustees (or Managing Agent), including without limitation casting any vote appertaining to the Unit at any meeting of the Unit Owners. Any proxy granted hereunder must be dated and shall automatically expire six months thereafter, unless a shorter time period is stated in the proxy, and shall remain valid until expired or revoked in writing. If a Unit is owned of record by more than one person, all such record owners must execute or confirm in writing any proxy granted with respect to such Unit. The Trustees (and Managing Agent) shall have the right to rely on the proxies set forth herein as conclusive evidence of the facts stated therein. The Trustees may adopt a standardized proxy form to be used and submitted. Any writing or form referenced herein may be submitted to the Trustees (or Managing Agent) in person or via email or using another form of electronic communication and any electronic signatures used shall be valid and treated as original signatures.

[End]

[Remainder of Page Left Blank Intentionally]

III. By adding a new By-Laws Article V-A after the current Article V as follows:

ARTICLE V-A

Electronic Communications – Meetings, Voting, and Notice

Section 5A.1 Meetings. Any and all Meetings contemplated and provided for in the Master Deed, Declaration of Trust and By-Laws, including but not limited to meetings of Trustees and meetings of Unit Owners, may be conducted in person as provided therein, or through alternative electronic means including but not limited to telephonically, video conference (Zoom, Skype, etc.), or any other “virtual” meeting system (hereinafter collectively referred to as “Electronic Meeting”), or a combination of in-person and Electronic Meeting (hereinafter referred to “Hybrid Meetings”). At any meeting, votes, unless otherwise required by law, may be cast electronically as provided by Section 5A.2. All notices of meetings must provide how the meeting will be held – in person, virtually/telephonically, or a combination of the same – and must provide the date, time, location and as appropriate the platform and/or log-in or dial-in information to access and attend same.

The Trustees may establish regulations governing the form and format of all meetings, the manner to cast votes, the ability to cast votes prior to the meeting, usage of software or web-based systems to capture and tally votes as well as authenticate the users, and the use of proxies for any meeting. Any Unit Owner participating in any meeting, whether participating in person or otherwise (such as virtually), shall be deemed present for quorum and voting purposes and shall be deemed to have waived notice of the meeting.

The Trustees may also act without a meeting by an instrument, which instrument may be electronic mail (email) or other electronic mechanism, signed or consented to by a majority of their number, all of which can be done electronically.

Section 5A.2 Voting. Voting by Unit Owners, Proxies, or Trustees at any meeting or for any matter requiring a vote, may be conducted using electronic means including but not limited to on-line / web-based systems, electronic mail (email), and the Condominium’s web portal (if any) or similar system (“Web Portal”) which may be maintained by the Managing Agent. Electronic signatures and/or the usage of such electronic means of voting shall be deemed valid and treated as original votes and signatures. The Trustees may establish regulations governing the form and format of voting using electronic means.

Any action or vote to be taken by the Unit Owners may also be taken without a meeting, provided that the vote threshold necessary for such action or matter is obtained, which vote may be cast using electronic means and such vote shall be treated for all purposes as a vote at a meeting.

Section 5A.3 Notices. In lieu of paper notices or notices sent through the US Postal Service as otherwise provided by the Declaration of Trust / By-Laws, Master Deed, or Rules and Regulations, the Trustees and Unit Owners may elect to have notices sent to them via electronic format such as electronic mail (email) or other similar type of electronic notice, or through a Web Portal (hereinafter collectively “Electronic Notice”).

Unit Owners elect to receive Electronic Notice by providing the Trustees and/or Managing Agent with their email (or similar) address or by signing up for the Web Portal. Once a Unit Owner elects to receive Electronic Notice, no other notice, other than Electronic Notice, need be sent unless otherwise required by law or unless Electronic Notice has been revoked in writing by the Unit Owner with revocation given to the Trustees or Managing Agent. Any Unit Owner who, as of the recording of this amendment, signed up for the Web Portal or provided their email address shall be deemed to have elected to receive Electronic Notice.

Electronic Notice must be given at least seven (7) days prior to the date fixed for the happening of the matter, thing, or event for which such notice is given, or such longer period of time as may be required by the specific terms the Declaration of Trust / By-Laws, Master Deed, or Rules and Regulations. Electronic Notice shall be deemed given as of the date the Electronic Notice was sent. The seven (7) day notice requirement does not apply in emergency situations.

Section 5A.4 Conflicts and Interpretation. Any conflict between this Article V-A and any other provisions or amendments of the Declaration of Trust / By-Laws, Master Deed, Rules and Regulations, or amendments to the preceding instruments (hereinafter collectively “Governing Documents”), the terms of this Article V-A shall control, and the Governing Documents shall be read, construed, and interpreted to fulfill and carry out the intent of this Article V-A.

Any reference in the Governing Documents to “meetings”, “voting”, or “notice” shall be read and interpreted to comply with this Article V-A. Any reference in the Governing Documents to “meetings” shall be read to include and also mean Electronic Meeting and Hybrid Meeting; and reference to “voting” shall be read to include and also mean voting electronically; and any reference to “notice” or “written notice” shall be read to include and also mean “Electronic Notice”.

[End]

[Page Left Blank Intentionally]

[Signature Page(s) to Follow]

IN WITNESS WHEREOF we, the undersigned Trustees of the Brio Condominium Trust, having first received the written favorable vote of the Unit Owners entitled to at least Sixty-Seven Percent (67%) of the Beneficial Interest, which votes were received within six months of the date of the execution of this instrument and attached hereto as Exhibit A, have set our hands and seals this 25 day of November, 2022.



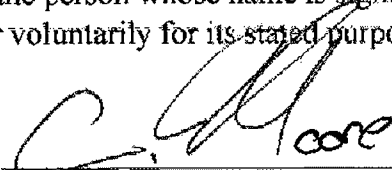
Stephen Healey, Trustee

COMMONWEALTH OF MASSACHUSETTS

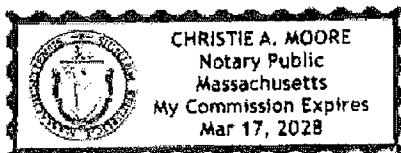
Plymouth County, ss.

On this 25 day of November, 2022, before me, the undersigned notary public,

personally appeared Stephen Healey who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Brio Condominium Trust.



Notary Public
My Commission Expires: 3.17.28
Print Notary Public's Name: Christie Moore
Qualified in the State/Commonwealth of MA



IN WITNESS WHEREOF we, the undersigned Trustees of the Brio Condominium Trust, having first received the written favorable vote of the Unit Owners entitled to at least Sixty-Seven Percent (67%) of the Beneficial Interest, which votes were received within six months of the date of the execution of this instrument and attached hereto as Exhibit A, have set our hands and seals this 25th day of November, 2022.

M. Ellen Kinnealey
M. Ellen Kinnealey, Trustee

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 25 day of November, 2022, before me, the undersigned notary public,

personally appeared M. Ellen Kinnealey who proved to me through satisfactory evidence of identification, being (check whichever applies): Driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Brio Condominium Trust.

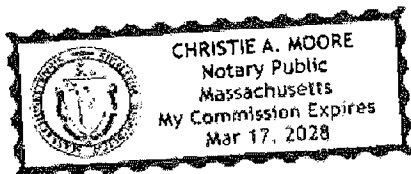
Christie Moore

Notary Public

My Commission Expires: 3/17/28

Print Notary Public's Name: Christie Moore

Qualified in the State/Commonwealth of MA



IN WITNESS WHEREOF we, the undersigned Trustees of the Brio Condominium Trust, having first received the written favorable vote of the Unit Owners entitled to at least Sixty-Seven Percent (67%) of the Beneficial Interest, which votes were received within six months of the date of the execution of this instrument and attached hereto as Exhibit A, have set our hands and seals this 25th day of November, 2022.

[Signature]
Stephen E. Krupski, Trustee

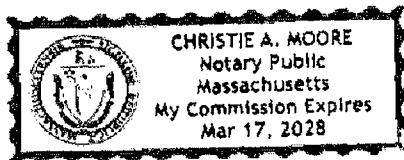
COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 25 day of November, 2022, before me, the undersigned notary public,

personally appeared Stephen E. Krupski who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Brio Condominium Trust.

[Signature]
Notary Public
My Commission Expires: 3/17/28
Print Notary Public's Name: Christie Moore
Qualified in the State/Commonwealth of MA



IN WITNESS WHEREOF we, the undersigned Trustees of the Brio Condominium Trust, having first received the written favorable vote of the Unit Owners entitled to at least Sixty-Seven Percent (67%) of the Beneficial Interest, which votes were received within six months of the date of the execution of this instrument and attached hereto as Exhibit A, have set our hands and seals this 27th day of November, 2022.

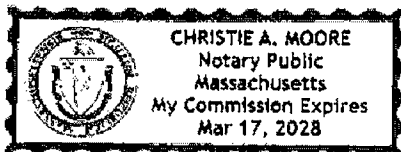
Heidi Singleton
Heidi Singleton, Trustee

COMMONWEALTH OF MASSACHUSETTS

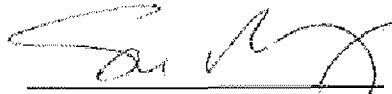
Plymouth County, ss.

On this 27 day of November, 2022, before me, the undersigned notary public, personally appeared Heidi Singleton who proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Brio Condominium Trust.

C. Moore
Notary Public
My Commission Expires: 3/17/28
Print Notary Public's Name: Christie Moore
Qualified in the State/Commonwealth of MA



IN WITNESS WHEREOF we, the undersigned Trustees of the Brio Condominium Trust, having first received the written favorable vote of the Unit Owners entitled to at least Sixty-Seven Percent (67%) of the Beneficial Interest, which votes were received within six months of the date of the execution of this instrument and attached hereto as Exhibit A, have set our hands and seals this 28 day of November, 2022.



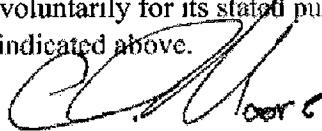
Perry BAC Shipyard, LLC, Trustee by
Susan P. O'Day, Manager of Perry Hingham Shipyard LLC
As Manager of Perry BAC Shipard LLC

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 28 day of November, 2022, before me, the undersigned notary public,

personally appeared Susan P. O'Day who proved to me through satisfactory evidence of identification, being (check whichever applies): Driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Brio Condominium Trust in the manner as indicated above.



Notary Public
My Commission Expires: 3/17/28
Print Notary Public's Name: Christie Moore
Qualified in the State/Commonwealth of MA

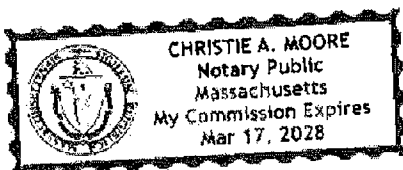


EXHIBIT A