

**AMMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **ARTICLE XIII Section 4**, of the Declaration of Covenants, Conditions & Restriction, Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining, deletions are indicated by ~~strike through~~ and omitted, but unaltered provisions are indicated by ellipses).

Section 4, Notices.

Notices provided for in this Declaration shall be in writing or by electronic communication and shall be addressed to the person intended to receive the same, at the following address:

Beach Island Resort Lessees Association, Inc.
1125 S, Atlantic Ave.
Cocoa Beach, FL

DECLARANT:

Castle Development Co. Inc. 1125
S. Atlantic Ave.
Cocoa Beach, FL

LESSEES:

At the address of the Lot or in the case of Lots
Committed to Vacation Leases at the address of the
Lessee of the Unit Weeks on file with the
Association, or such other address as may be
designated herein.

The Declarant and the Association may designate a different address or addresses for notices to it giving written notice of such change of address to all Members of the Association, Any Lessee may designate a different address or addresses for notice to him by giving written notice of his change of address to the Association. Notice addressed as above provided shall be deemed delivered when mailed by United States mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof. Any notice to Members of a meeting of the Association shall be given in accordance with the By-Laws and at least fifteen (15) but not more than sixty (60) days before the meeting.

Upon written request, the holder of any recorded lien or deed of trust encumbering any Lot or Unit Week shall be given a copy of all notices permitted or required by this Declaration to be given to the Lessee or Lessees whose property is subject to such lien or deed of trust.

**AMMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **ARTICLE XIII Section 10**, of the Declaration of Covenants, Conditions & Restriction, Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining, deletions are indicated by ~~strike through~~ and omitted, but unaltered provisions are indicated by ellipses).

Section 10, Notification of Sale.

Concurrently with the consummation of the sale of any Lot or Unit Week under circumstances whereby the transferee becomes a Lessee thereof or within five (5) business days thereafter, the transferee shall notify the Association in writing or by electronic communication of such sale. Such notification shall set forth (i) the name of the transferee and his transferor, (ii) the street address of the Lot purchased by the transferee, and, if applicable, the Unit Week Number, (iii) the transferee's mailing address and email address, and (iv) the date of sale. Prior to receipt of such notification any and all communications required or permitted to be given by the Association or the Board shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article II Section 1**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION ONE. GOVERNING BOARD. The affairs of the Association shall be administered and managed through its Board of Directors, to be known as the Governing Board, consisting of seven (7) members. Each director will serve for two (2) year terms, of whom three (3) directors' terms will expire in odd numbered years and four (4) directors' terms will expire in even numbered years, except that the term of two (2) of the five (5) directors elected in 1991 will expire in 1992 to establish the cycle.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article II Section 5**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION FIVE. REGULAR MEETINGS. Regular meetings of the Governing Board may be held at such times and places as shall from time to time be determined by the board; provided, however, that at least one (1) such regular meeting shall be held during each calendar year. Notice of each regular meeting of the Governing Board shall be held during each calendar year. Notice of each regular meeting of the Governing Board shall be given to each board member personally, by telephone, electronic communication, or by mail, at least three (3) days prior to the date set for such meeting.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article II Section 6**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION SIX. SPECIAL MEETINGS. Special meetings of the Governing Board may be called by the president, and shall be called by the president or secretary on the written request of at least two (2) board members, on three (3) day's written notice to each board member, given personally, by telephone, electronic communication, or by mail. Any such notice shall state the time, place, and purpose of the meeting.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article II Section 8**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION EIGHT. WAIVER OF NOTICE. Any board member may at any time waive notice of any meeting of the board in writing, and any such written waiver or by electronic waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any board meeting by a member shall constitute a waiver by him of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice shall be required, and any business may be transacted at any such meeting.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article IV Section 3**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION THREE. PLACE OF MEETINGS. Meetings of the unit lessees shall be held at the principal office of the Association or Virtual meeting or at such other suitable place convenient to the lessees as may be designated by the Governing Board.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article IV Section 4**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION FOUR. NOTICE OF MEETINGS. It shall be the duty of the secretary to mail or by electronic communication a notice of each annual or specific meeting, stating the purpose, the time and the place thereof, to each unit lessee at least fourteen (14) days prior to such meeting. The mailing or electronic communication of a notice to the last address or email address filed in the Association records in the manner provided in this section shall be considered notice served. However, every such notice will also be posted at the Association's office at least fourteen (14) days prior to the meeting to which it refers.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article V Section 1**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~strikethrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION ONE. DETERMINATION OF ASSESSMENTS. Each year, the Governing Board shall prepare a proposed budget of common expenses for the Association. This budget shall include projections of common expenses, common revenues including from sources, if any, other than assessments of unit lessees, the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit lessees.

As used in these By-Laws, the term "common expense" or "common charges" shall mean expenses or charges for which unit lessees are proportionately liable to pay an annual assessment and shall include, but shall not be limited to, the following:

- a. All expenses of administration, maintenance, repair, and replacement
- b. Insurance premiums on all policies of insurance obtained by the Governing Board, managing agent, or manager, as the case may be, pursuant to Article VIII of the Covenants.
- c. Repair and replacement reserve.
- d. Funds necessary to cover operating shortfall of the previous year.
- e. Real estate taxes.
- f. Reserve for acquisition of units, the lessees of which have elected to sell the same, or that may become available at foreclosure or other judicial sale.
- g. Utility rates for water and gas and related sewer rents.
- h. Utility rates for electricity.
- i. All other amounts that the lessees may agree upon or that the Governing Board may deem necessary or appropriate for the operation, administration, and maintenance of the Association.
- j. All other amounts designated common expenses by the Declaration, by these By-Laws, or by law.

A copy of the proposed budget will be mailed or by electronic communication to each unit lessee not less than thirty (30) days prior to the meeting at which the budget will be considered by the board, together with a notice of that meeting. A final budget of common expenses will be adopted by the board at such meeting. Each unit lessee will be advised in writing of the amount payable by him during the following year.

The revision of the budget or the recall of any and all members of the Governing Board shall require a vote of not less than a majority of the votes of all lessees. The Governing Board may in any event propose a budget to the Lessees at a meeting of members or by writing, and if such budget or proposed budget be approved by writing, such budget shall not thereafter be reexamined by the Lessees in the manner hereinabove set forth nor shall the Governing Board be recalled under the terms of this section.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article V Section 2**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION TWO. COMMON SURPLUS. If in any taxable year, the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the Governing Board, such excess shall be retained and moved to reserves surplus, and applied to lessen the assessments for the next succeeding year, the amount of such reduction for each unit lessee being in proportion to his undivided interest in the common elements

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article V Section 3**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION THREE. COLLECTION OF ASSESSMENTS. The Governing Board shall, by suitable written notice, or by electronic communication assess common charges against unit lessees annually, on the second day of January, each such assessment covering the next succeeding year. If any such installment remains unpaid for more than thirty (30) days from the date due, the Governing Board will take prompt action to collect it.

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article VII Section 1**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION ONE. VIOLATIONS. In the event of a violation (other than the nonpayment of an assessment) by the Lessee in any of the provisions of the Declaration of Covenants, or these By-Laws or of the applicable portions of Chapter 721, Florida Statutes, the Association, by direction of its Governing Board, may notify the Lessee by written notice of said breach, transmitted by mail or by electronic communication, and if such violation shall continue for a period of seven (7) days from the date of the Notice, the Association, through its Governing Board, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration of Covenants, of the By-Laws, or of the pertinent provisions of Chapter 721, Florida Statues, and the Association may then, at its option, have the following elections:

**AMMENDMENT TO BY-LAWS
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **Article XV Section 1**, of the By-Laws Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

SECTION ONE. RULES AND REGULATIONS. The Governing Board may, from time to time, adopt, or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the Association properties, the common elements, and limited common elements of the time-share resort and any facilities or services made available to the Lessees. A copy of the Rules and Regulations adopted from time to time herein provided shall from time to time be posted in a conspicuous place on the time-share property and/or copies. A digital copy by electronic communication or printed copy of same shall be furnished to each Lessee upon request.

**AMMENDMENT TO DESCRIPTION OF RECREATIOAL AND COMMON FACILITIES
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **SECTION III Section B**, of the Public Offering Statement of Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

B. Reserved Units

Four units are reserved for administration: Unit No. 105 for the Resort office; Unit No. 108 for Maintenance Room; Unit No. 110 for Association Office; and Unit No. 115 for Resident Manager's Apartment.

**AMMENDMENT TO DESCRIPTION OF RECREATIOAL AND COMMON FACILITIES
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **SECTION VII, Utilities**, of the Public Offering Statement of Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~striketrough~~ and omitted, but unaltered provisions are indicated by ellipses).

VIII. UTILITIES:

Utility services will be provided as follows:

Water Supplied by City of Cocoa

Sewer Supplied by City of Cocoa

Electricity Supplied by Florida Power & Light Co.

Telephone ~~Supplied by AT & T~~

Trash Removal Waste Management Cocoa Hauling

**AMMENDMENT TO DESCRIPTION OF RECREATIOAL AND COMMON FACILITIES
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **SECTION IX**, of the Public Offering Statement of Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~strikethrough~~ and omitted, but unaltered provisions are indicated by ellipses).

IX. ESTIMATED OPERATING BUDGET FOR BEACH ISLAND RESORT:

An estimated operating budget for Beach Island Resort stated as monthly and annual expenses is attached hereto as Exhibit "C". These expenses are collected from unit owners. The 2022 annual assessment for one Unit Week one-bedroom unit is \$625.00 and the 2022 annual assessment for one Unit Week two-bedroom Courtyard unit, two-bedroom Poolside, or a two bedroom, two bath Oceanview is \$800.00.

**AMMENDMENT TO DESCRIPTION OF RECREATIOAL AND COMMON FACILITIES
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC.**

The following Amendment is made to **SECTION XIV**, of the Public Offering Statement of Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~strikethrough~~ and omitted, but unaltered provisions are indicated by ellipses).

XIV. INSURANCE COVERAGE:

Insurance, in part for the benefit of purchasers, is included in the Budget.

The following coverages are in effect at this time and may be increased or changed as conditions warrant:

Fire, lighting, windstorm, hail, smoke, water, explosion, riot, civil commotion, damage from aircraft and vehicles, vandalism, malicious mischief and burglary on all buildings and contents, ~~flood~~, bodily injury, property damage and medical payments coverage for all bodily injury or property damages.

**AMMENDMENT TO DESCRIPTION OF RECREATIOAL AND COMMON FACILITIES
OF BEACH ISLAND RESORTLESSEES ASSOCIATION, INC. ???**

The following Amendment is made to **SECTION XV**, of the Public Offering Statement of Beach Island Resort, as the same have been previously amended from time to time and as are recorded in the Public Records of Brevard County, Book Number 3163, Pages 241 5, et sq. (additions are indicated by underlining. Deletions are indicated by ~~strikethrough~~ and omitted, but unaltered provisions are indicated by ellipses).

XV. EXCHANGE PROGRAM:

~~Beach Island Resort is a member of Resort Condominiums International, which is the exchange company. Resort Condominiums International is located at 9998 N. Michigan Road, Carmel, IN 46032.~~