

This instrument was prepared by:
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**CERTIFICATE OF AMENDMENT TO THE AMENDED AND
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MALIBU VILLAS PROPERTY OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to the **Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas Property Owners Association, Inc.** as originally recorded at Official Records Book 2516, Page 1405 in the Public Records of Brevard County, Florida, and as subsequently amended from time to time, was duly adopted at a meeting of the Voting Members on February 8, 2018, in the manner provided for in the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of February, 2018, at Brevard County, Florida.

WITNESSES

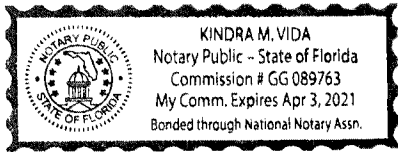
Sign [Signature]
Print Bruce R. Jarvi

By: [Signature]
Jacqueline Muller, President

Sign [Signature]
Print Sheila Jarvi

STATE OF FLORIDA)
) SS:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 16 day of February, 2018 by Jacqueline Muller as President of Malibu Villas Property Owners Association, Inc. He/she is personally known to me or has produced (type of identification) _____ as identification and took an oath that the above is true and correct.



[Signature]
Notary Public
Kindra M. Vida
Printed Name of Notary

My commission expires: Apr. 3, 2021

Amendment Language Sheet

Amended and Restated Declaration of Covenants and Restrictions for Malibu Villas Property Owners Association, Inc.

AMENDMENT #1: Amend Section Paragraph 6.2 B (1) of the Association’s Amended and Restated Declaration as follows (Additions shown by underline, deletions by ~~strikethrough~~. Text without underline or strikethrough is original text and remains unchanged.):

6.2 Owners Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

B. Unit. The Owner shall be responsible for the maintenance, repair and replacement of all portions of the interior of the Unit, and only the following portions of the exterior of the Unit:

1. Screens, windows, ~~shutters~~ and doors, including all hardware and apparatus thereto.

Except as stated above, all other provisions of Article 6.2 B of the Declaration shall remain unchanged and in full force and effect.

AMENDMENT #2: Amend Paragraph 6.2 B (3) of the Association’s Amended and Restated Declaration by Deleting subsection (3) of this paragraph from the Declaration, as follows (Additions shown by underline, deletions by ~~strikethrough~~. Text without underline or strikethrough is original text and remains unchanged.):

6.2 Owners Maintenance. Each Owner is responsible, at his own expense, for the maintenance, repair, and replacement of the following Properties:

B. Unit. The Owner shall be responsible for the maintenance, repair and replacement of all portions of the interior of the Unit, and only the following portions of the exterior of the Unit:

3. ~~Gutters and downspouts, except that the Association shall be responsible to clean same~~ [subsection deleted by Amendment]

Except as stated above, all other provisions of Article 6.2 B of the Declaration shall remain unchanged and in full force and effect.

AMENDMENT #3: Amend Section 7.1 of the Association's Amended and Restated Declaration as follows (Additions shown by **underline**, deletions by **strikethrough**. Text without underline or strikethrough is original text and remains unchanged.):

7.1 Scope; Review by Committee; Exception. The Developer established a uniform scheme and appearance of the buildings and other improvements in the Community, and the Association desires to uphold this uniform scheme and appearance. Therefore, no Owner shall modify, alter, decorate or change the exterior appearance of the Unit, to include any modification, alteration, decoration or change made on the interior of the Unit which can be viewed from the outside of the Unit, ~~to include the addition~~ with the exception of landscaping or replacement of landscaping with a different kind of plant species, unless same is specifically allowed in Landscaping design is addressed in this Section 7 or elsewhere in this Declaration, and only if the Owner first obtains the prior written approval of the Architectural Control Committee and fully and strictly complies with this Section 7. Furthermore, no Owner shall modify, alter, decorate or change the Common Area unless specifically allowed in this Section 7 or elsewhere in this Declaration, and only if the Owner first obtains the prior written approval of the Architectural Control Committee and fully and strictly complies with this Section 7.

Except as stated above, all other provisions of Article 7 of the Declaration shall remain unchanged and in full force and effect.

AMENDMENT #4 Amend Section 7.12 M of the Association's Declaration as follows (Additions shown by **underline**, deletions by **strikethrough**. Text without underline or strikethrough is original text and remains unchanged.):

7.12 Permissible Alterations and Improvements; Architectural Standards. The Developer established a uniform scheme and appearance of the buildings. The Association desires to uphold this uniform scheme and appearance. Therefore, the rights of Owners and residents to make alterations and improvements to the exteriors of the units; and outside of the Units; and alterations, improvements, decorations and changes on the interiors of the Units which can be viewed from the outside of the Units; is very limited. The following constitute architectural standards for the Community applicable to Owners and residents only, which the Board of Directors is empowered to supplement from time to time without having to amend the Declaration:

M. Exterior Wiring. No exterior wiring may be done or altered unless done or altered by a ~~utility provider.~~ licensed and insured contractor. One exterior outlet may be allowed secured to the building and with Architectural Control Committee approval. Contractor's license and current insurance must be submitted with application.

Except as stated above, all other provisions of Article 7.12 of the Declaration shall remain unchanged and in full force and effect.