



CFN 20140216459
OR BK 26849 PG 0047
RECORDED 06/11/2014 14:25:41
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0047 - 50; (4pgs)

Prepared by:
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Boca Raton, FL 33487

**CERTIFICATE OF CORRECTION OF SCRIVENER'S ERROR TO AMENDMENTS TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CARAVELLE AND
THE BY-LAWS OF CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Caravelle ("Declaration"), together with the By-Laws of Caravelle Property Owners Association, Inc. ("Bylaws"), were originally recorded in 1983 in Official Records Book 3905, Page 302, in the Public Records of Palm Beach County, Florida; and

WHEREAS, Caravelle Property Owners Association, Inc. ("Association") sought to amend Article V of the Declaration (by adding a new Section 8 regarding capital contributions) and Article IV, Section 2 of the Bylaws, by recording the attached amendments, which were properly approved by the Association's Members, pursuant to the Declaration and Bylaws; and

WHEREAS, the Association inadvertently recorded the amendments in 2010 in the Public Records of Broward County, Florida, instead of the Public Records of Palm Beach County, Florida; and

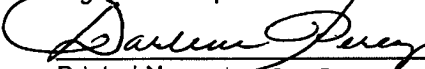
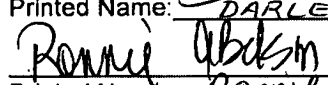
WHEREAS, the Association only recently discovered that the amendments were recorded in the wrong County, and the Association desires to correct such scrivener's error by re-recording the amendments in the correct County, Palm Beach County, thereby fulfilling the Membership's mandate; and


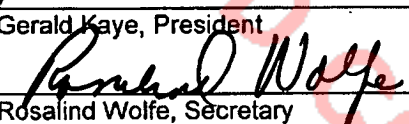
WHEREAS, the Board of Directors approved the recording of the amendments in Palm Beach County, Florida by majority vote.

NOW, THEREFORE, the Association hereby declares that the 2010 amendments to Article V of the Declaration and Article IV, Section 2. of the Bylaws are hereby re-recorded in Palm Beach County, Florida, to properly reflect the amendments as provided in the attachment hereto.

IN WITNESS WHEREOF, we have affixed our hands this 21 day of May, 2014, in Palm Beach County, Florida.

Signed in the presence of two witnesses:


Printed Name: DARLENE PEREZ

Printed Name: RONNIE ABASI

By: 
Gerald Kaye, President
Attest: 
Rosalind Wolfe, Secretary





MARY LOUISE A. PALMER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE863594
Expires 1/9/2017

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of May, 2014, by Gerald Kaye, as President, and Rosalind Wolfe, as Secretary of Caravelle Property Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced personally known as identification.

Mary Louise A. Palmer
NOTARY PUBLIC:

sign _____
print MARY LOUISE A. PALMER
State of Florida at Large

My Commission Expires:



MARY LOUISE A. PALMER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE863594
Expires 1/9/2017

NOT A CERTIFIED COPY

CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CARAVELLE
AND BY-LAWS OF THE CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.

(additions indicated by underlining, deletions by "—" and
unaffected language by "...")

1. Amendment to Article V of the Declaration of Covenants, Conditions and Restrictions of Caravelle to add a new Section 8, as follows:

Article V

COVENANT FOR ASSESSMENTS

CFN # 109425267
OR BK 47183 Pages 1709 - 1711
RECORDED 07/06/10 14:22:50
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3505
#1, 3 Pages

8. Payment of Capital Contribution. A working capital contribution shall be due and owing to the Association upon the sale, transfer or other conveyance of title to a Lot, other than from a sale, transfer or other conveyance to (i) spouse, former spouse or direct blood relation of Owner, or (ii) an institutional mortgagee acquiring title in lieu of foreclosure or deed in lieu of foreclosure. The Owner shall pay to the Association a one (1) time, non-refundable capital contribution equal to one (1) quarterly assessment of the most recently invoiced assessment for that Lot within fifteen (15) days of closing. The payment shall not be considered an advance payment of an assessment and shall be placed in a discretionary working capital fund to address maintenance costs and capital expenditures and/or improvements, as determined by the Association. Nothing in this paragraph shall prohibit the Association from adopting a special assessment as against the Lots, from time to time, and as needed, in accordance with the provisions of this Declaration.

In the event an Owner fails to pay the capital contribution as provided herein, said capital contribution shall be deemed collectible as an assessment and secured by a lien against the Owner's Lot as provided in this Declaration.

2. Amendment to the By-Laws of Caravelle Property Owners Association, Inc., as follows:

BY-LAWS OF THE CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.
ARTICLE IV
BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE:

Section 2. Term of Office. ~~Except for the first Board, all Directors shall be elected at each annual meeting of the members of the Association for the term of one (1) year. At the Annual Meeting in 2010 there will be five (5) directors elected. Those three (3) directors who receive the highest number of votes shall be elected for a term of two (2) years, and the remaining two (2) elected directors for a term of one (1) year. In the event of a tie, the Board of Directors may determine, by majority vote, those directors who will serve on the Board for a two year term and those directors who will serve on the Board for a one year term. At each Annual Meeting thereafter, directors shall be elected for a two (2) year term.~~