

CERTIFICATE OF AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF CARAVELLE

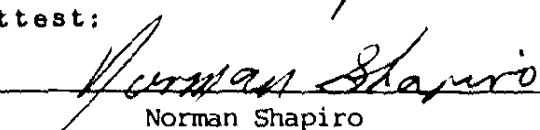
THIS IS TO CERTIFY THAT:

The attached Amendment Number One, Amendment Number Two, and Amendment Number Three were duly adopted as Amendments to the Declaration of Covenants, Conditions And Restrictions of Caravelle, recorded at Official Records Book 3905, Page 302, of the Public Records of Palm Beach County, Florida, and shall apply to the Properties in Caravelle, as recorded in Plat Book 45, Page 43, of the Public Records of Palm Beach County, Florida.

Executed at Palm Beach County, Florida, this 17th day of April, 1990.

Caravelle Property Owners Association, Inc.

BY:  President  
Robert W. Irving

Attest:  Secretary  
Norman Shapiro

(CORPORATE SEAL)

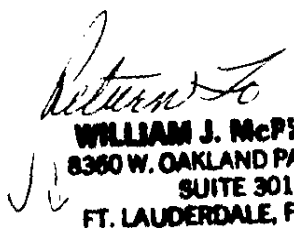
State of Florida  
County of Palm Beach

THE FOREGOING INSTRUMENT was acknowledged before me by Robert W. Irving, as President, and Norman Shapiro as Secretary of Caravelle Property Owners Association, Inc., a Florida corporation, not for profit, on behalf of the corporation, this 17th day of April, 1990.

  
Notary Public

My commission expires: 3/12/91

Notary Public, State of Florida  
My Commission Expires Mar 12 1991  
Bonds By: ATL (Notary Public)

  
WILLIAM J. McPHARLIN  
8360 W. OAKLAND PARK BLVD.  
SUITE 301  
FT. LAUDERDALE, FL 33351

AMENDMENT NUMBER ONE TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CARAVELLE

This Amendment to Declaration of Covenants, Conditions and Restrictions of Caravelle is entered into as of this 17th day of April, 1990 by the Owners whose names appear at the conclusion of this Amendment.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Caravelle (the "Declaration") was recorded March 23, 1983, in Official Records Book 3905, Page 302, of the Public Records of Palm Beach County, Florida; and

WHEREAS, each of the undersigned is an Owner of a Lot within Caravelle, as recorded in Plat Book 45, Page 43, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the undersigned constitute a majority of all Owners who are entitled to vote as members of Caravelle Property Owner's Association, Inc. (the "Association").

NOW, THEREFORE, in consideration of the foregoing the undersigned owners hereby amend the Declaration as follows:

1. Article XIII Section 19 is hereby modified and amended to read as follows:

Section 19. No dwelling within the Properties shall be rented or leased to any person except upon the terms and conditions enumerated in this Section 19.

Section 19.1. All leases must be in writing and may be in favor only of an individual person or persons. No owner shall rent his dwelling to a corporation, partnership or similar entity. All leases shall be for a period of six (6) months or more. Absolutely no subleases shall be permitted. Any lease must incorporate by reference the Declaration and specifically provide that the Lessee must abide by the terms and conditions thereof. All Leases shall require the prior approval of the Board of Directors of the Association as described in Section 19.2 below.

Section 19.2. The approval of the Association which is required for the lease of a dwelling shall be obtained in the following manner:

(a) Notice to Association.

An Owner intending to make a bona fide lease of his dwelling or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(b) Certificate of Approval.

Within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in nonrecordable form and shall be delivered to the lessee. If disapproved, the Association shall so notify the Owner of its decision in writing.

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Section 19.3. The foregoing provisions of this Article shall not apply to a lease by an Institutional Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Dwelling concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings.

2. The following is added as Article XVI of the Declaration:

#### ARTICLE XVI

##### FINES

In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with the Association's policies on rentals as stated in ARTICLE XIII, Section 19 of this Declaration provided the following procedures are adhered to:

Section 1. Notices. The party against whom the fine is sought to be imposed shall be afforded an opportunity for hearing after a reasonable notice of not less than fourteen (14) days and said notice shall include:

(a). A statement of the date, time and place of the hearing.

(b). A statement of the provisions of the Declaration, Association By-Laws, or Association Rules which have allegedly been violated; and

(c). A short and plain statement of the matters asserted by the Association.

Section 2. Hearing. The matter of non-compliance shall be presented to the Board of Directors at such meeting of the Board and the party against whom the fine may be imposed shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. A written decision of the Board of Directors shall be furnished to the Owner no later than twenty-one (21) days after the conclusion of the said meeting of the Board.

Section 3. Appeal. Any Owner aggrieved by the decision of the Board of Directors as to a non-compliance may file a written request with the Board for an appeal of such decision. Such written request must be filed within seven (7) days after the furnishing of such decision to the Owner charged with any matter of non-compliance. An appeals committee shall be appointed by the Board within seven (7) days after the filing of such request for appeal consisting of three (3) noninterested Owners of the Association. The said appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the Owner within twenty-one (21) days. In no case shall the appeals committee's findings be binding on either party; however, the Board may elect to review its decision in the light of the findings of the appeals committee.

Section 4. Penalties. All fines shall become a lien against the offending Owner's Lot in accordance with ARTICLE V of the Declaration. No fine may exceed the sum of \$100.00 per day together with reimbursement of all attorney fees and costs incurred by the Association in enforcing its rental policies and collecting its fines. The Board may at its discretion assess fines commencing on the date of occupancy of a tenant.

Section 5. Payment Of Fines. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof.

Section 6. Collection Of Fines. Fines shall be treated as a charge otherwise due to the Association for failure to comply with the terms of this Declaration and the Association may pursue such rights and remedies allowed by law or in equity to secure payment of same.

Section 7. Application Of Fines All monies received from fines shall be allocated as determined by the Board of Directors.

Section 8. Non-exclusive Remedy. The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy, and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, that any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

IN WITNESS WHEREOF, this Amendment was executed by the undersigned Owners as of the day and year first written above.

June M. Irving  
JUNE M. IRVING 22564

Norman Shapiro  
NORMAN SHAPIRO 22716

Mildred Stoller  
MILDRED STOLLER 22620

Sheldon Feldman  
SHELDON FELDMAN 22624

G.D. Mendelson  
G.D. MENDELSON 22640

Suzanne E. Tyler  
SUZANNE E. TYLER 22632

Rose Rosenthal  
ROSE ROSENTHAL 22628

Reynold Sidman  
REYNOLD SIDMAN 22633

W. Allen Dargatz  
W. ALLEN DARGATZ 22641

William T. Van Atten  
WILLIAM T. VAN ATTEN 22648

Bernard Ginsberg  
BERNARD GINSBERG 22688

Hyman Mallingner  
HYMAN MALLINGER 22645

Sandy Chesler  
SANDY CHESLER 22732

Adele Hast  
ADELE HAST 22724

Sylvia Worman  
SYLVIA WORMAN 22696

Harold Waldenberg  
HAROLD WALDENBERG 22680

Sidney L. Meyer  
SIDNEY L. MEYER 22664

Donald Woodruff  
DONALD WOODRUFF 22660

Sydney P. Kaplan  
SYDNEY P. KAPLAN 22591

Rose Edelstein  
ROSE EDELSTEIN 22583

Faith H. Pollack  
FAITH H. POLLACK 22704

Leonard B. Wayne  
LEONARD B. WAYNE 22532

Joseph W. Lhotka  
JOSEPH W. LHOTKA 22528

Rose Marino  
ROSE MARINO  
22535

Continuation Of Signatures Of Owners:

Melvin Krolstein

MELVIN KROLSTEIN 22511

Tamara J. Arenson

TAMARA J. ARENSEN 22556

Ina R. Hankin

INA R. HANKIN - 22572

Alfred G. Haddad

ALFRED G. HADDAD 22616

Monroe H. Schenker

MONROE H. SCHENKER 22604

Samuel Cohen

SAMUEL COHEN 22595

Mrs. Thelma Levine

THELMA LEVINE 22587

Ronald A. Greenberg

RONALD A. GREENBERG 22600

Ruth B. Henning

RUTH B. HENNING 22684

Arline P. Crews

ARLINE P. CREWS 22688

Jan G. Walker

JAN G. WALKER - 22552

Jerome C. Milgram

JEROME C. MILGRAM 22563

Shel Huc

SHEL HUC 22567

Lily G. Basky

LILY G. BASKY  
22512 CARAMEL CIRCLE

Sarah W. Hutchins

SARAH W. HUTCHINS 22575

Herbert D. Stern

HERBERT D. STERN  
22571

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AMENDMENT NUMBER TWO TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CARAVELLE

This Amendment to Declaration of Covenants, Conditions and Restrictions of Caravelle is entered into as of this 17th day of April, 1990 by the Owners whose names appear at the conclusion of this Amendment.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Caravelle (the "Declaration") was recorded March 23, 1983, in Official Records Book 3905, Page 302, of the Public Records of Palm Beach County, Florida; and

WHEREAS, each of the undersigned is an Owner of a Lot within Caravelle, as recorded in Plat Book 45, Page 43, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the undersigned constitute a majority of all Owners who are entitled to vote as members of Caravelle Property Owner's Association, Inc. (the "Association").

NOW, THEREFORE, in consideration of the foregoing the undersigned owners hereby modify and amend ARTICLE XIII Section 8 of the Declaration to read as follows:

Section 8. Owners and their guests will not be permitted to park, store or keep any unlicensed vehicle, commercial vehicle, boat, truck, trailer, recreation vehicle, motor home, bus, tractor, or other similar type of vehicle, or any vehicle which is in a rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, on their Lot or on the Common Area unless stored or kept within the Owner's garage. Further, Owners and their guests may not park, store or keep any such vehicle on adjacent roads and streets.

The following terms, when used in this Section, shall include, but not be limited to, the meaning respectively ascribed to such terms:

(a) "Commercial Vehicle" includes any for-hire vehicle; any vehicle designed or used primarily for transporting persons or property for compensation; and vehicles decorated with lettering, drawings or advertising which relates to a business or commercial enterprise.

(b) "Truck" includes any type of vehicle which is designed or used primarily for the transportation of property, and which is equipped with a box, platform, rack or other device designed to carry goods or tow other vehicles; except that such term shall not include any Jeep, Scout, Bronco, Blazer, Van, Toyota, Land Cruiser, El Camino, or Ranchero, unless it is used as a commercial vehicle or otherwise prohibited hereunder.

(c) "Recreation Vehicle" includes any type of vehicle designed or used primarily for temporary quarters for recreation, camping or traveling, and which either has its own motor power or is mounted on or drawn by another vehicle.

(d) "Trailer" includes any type of vehicle designed primarily to transport persons or property and which is designed to be coupled to or drawn by another vehicle.

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(e) "Motor Home" includes any type of vehicle which is primarily designed to provide temporary or permanent living quarters.

IN WITNESS WHEREOF, this Amendment was executed by the undersigned owners as of the day and year first written above.

June M. Irving  
JUNE M. IRVING 22564

Norman Shapiro  
NORMAN SHAPIRO 22716

Mildred Stoller  
MILDRED STOLLER 22620

Sheldon Feldman  
SHELDON FELDMAN 22624

G D Mendelsohn  
G D MENDELSON 22640

Suzanne E. Tyner  
SUZANNE E TYNER 22632

Rose Rosenthal  
ROSE ROSENTHAL 22628

Evelyn Sidman  
EVELYN SIDMAN 22633

William T. Van Atten  
WILLIAM T. VAN ATTEN 22648

Bernard Ginsberg  
BERNARD GINSBERG 22652

Hyman Malling  
HYMAN MALLINGER 22645

Sandy Chesler  
SANDY CHESLER 22732

Hedie Hast  
HEDE HAST 22724

Sylvia Worman  
SYLVIA WIRMAN 22696

Harold Waldenberg  
HAROLD WALDENBERG 22680

Sidney C. Meyers  
SIDNEY C. MEYERS 22664

Donald Woodruff  
DONALD WOODRUFF 22626

Sydney P. Kaplan  
SYDNEY P. KAPLAN 22591

Rose Edelstein  
ROSE EDELSTEIN 22583

Faith G. Pollock  
FAITH G. POLLOCK 22704

Leonard S. Wayne  
LEONARD S. WAYNE 22532

Joseph W. Kotka  
JOSEPH W. KOTKA 22528

Rose Marino  
ROSE MARINO 22535

Mel Krulster  
MEL KRULSTER 22511

Yahara J. Arenson  
YAHARA J. ARENSEN 22536

John R. Hingham  
JOHN R. HINGHAM 22572

Frederic G. Haddad  
FREDERIC G. HADDAD 22616

Maurice H. Schenker  
MAURICE H. SCHENKER 22604

Samuel Cohen  
SAMUEL COHEN 22595

Helma Levine  
HELMMA LEVINE 22587

Ronald A. Greenberg  
RONALD A. GREENBERG 22600

Ruth B. Henning  
RUTH B. HENNING 22684

Arline P. Crews  
ARLINE P. CREWS 22688

Continuation Of Signatures Of Owners:

Jan G. Walker  
 JAN G. WALKER 22552  
Jerome C. Milgram  
 JEROME C. MILGRAM 22563  
Ed Shee  
 SHEE, E 22567

Henry G. Belosky 22512  
 HENRY G. BELOSKY  
Herbert D. Stearn - 22571  
 SARAH J. HUTCHENS  
 SARAH J. HUTCHENS 22575

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WILLIAM J. McPHARLIN  
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FT. LAUDERDALE, FL. 33351

AMENDMENT NUMBER THREE TO DECLARATION OF

ORB 6425 Pg 1251

COVENANTS, CONDITIONS AND RESTRICTIONS

OF CARAVELLE

This Amendment to Declaration of Covenants, Conditions and Restrictions of Caravelle is entered into as of this 17th day of April, 1990 by the Owners whose names appear at the conclusion of this Amendment.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Caravelle (the "Declaration") was recorded March 23, 1983, in Official Records Book 3905, Page 302, of the Public Records of Palm Beach County, Florida; and

WHEREAS, each of the undersigned is an Owner of a Lot within Caravelle, as recorded in Plat Book 45, Page 43, of the Public Records of Palm Beach County, Florida; and

WHEREAS, the undersigned constitute a majority of all Owners who are entitled to vote as members of Caravelle Property Owner's Association, Inc. (the "Association").

NOW, THEREFORE, in consideration of the foregoing the undersigned owners hereby modify and amend ARTICLE XIV Section 1 of the Declaration to read as follows:

Section 1. Every Owner shall at all times comply with all the covenants, conditions and restrictions of the Declaration. All violations of the Declaration shall be reported immediately to a member of the Board of Directors. Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of the Declaration, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Declaration and/or whose remedial action shall control. In the event that any person, firm or entity subject to the Declaration fails to abide by this Declaration, as interpreted by the Board of Directors of the Association, that person shall be liable to be fined by the Association for each such failure to comply or other violation hereof.

If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity (including an action for injunctive relief) in the name of the Association to enforce the Declaration. In the event any such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Declaration.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain the violation, to recover damages, and to enforce any lien created by these covenants; and the failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Violation of any conditions or restrictions or breach of any covenant herein contained in the Declaration shall also give the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the property on which such violation or breach exists and summarily to abate and

remove, at the expense of the Owner of said property, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Association and its authorized agents shall not thereby become liable in any manner for trespass, or for such abatement or removal.

In addition to all other remedies, and in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation, contained herein or promulgated pursuant to the Declaration, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty(ies) should not be imposed.

(b) Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. No fine shall be imposed except upon approval of two-thirds of the total number of Board Members. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting.

(c) Appeal: Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person within twenty-one (21) days. In no case shall the appeals committee's findings be binding on either party; however, the Board may elect to review its decision in light of the findings of the appeals committee.

(d) Penalties: The Board of Directors may impose special assessments as follows:

(1) First noncompliance or violation:  
a fine not in excess of Fifty Dollars (\$50.00).

(2) Second noncompliance or violation:  
a fine not in excess of One Hundred Dollars (\$100.00).

(3) Third and subsequent noncompliance or violation, or violations that are of a continuing nature:  
a fine not in excess of Five Hundred Dollars (\$500.00).

(4) Penalties for violations of the rental policy are contained in ARTICLE XVI, Section 4.

(e) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(g) Application: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) No-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association or the Master Association may be otherwise legally entitled; however any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association or Master Association may otherwise be entitled to recover by law from such Owner.

IN WITNESS WHEREOF, this Amendment was executed by the undersigned Owners as of the day and year first written above.

Jane M. Irving  
JANE M. IRVING 22524

Norman Shapiro  
NORMAN SHAPIRO 22716

Mildred Stoller  
MILDRED STOLLER 22620

Seldon Feldman  
SELDON FELDMAN 22624

G D Mendelson  
G D MENDELSON 22640

Suzanne E. Tyner  
SUZANNE E. TYNER 22632

Rose Rosenthal  
ROSE ROSENTHAL 22628

Levita Sidman  
LEVITA SIDMAN 22653

W. Albert Dopper  
W. ALBERT DOPPER 22671

William T. Van Aften  
WILLIAM T. VAN AFTEN 22648

Bernard Ginsberg  
BERNARD GINSBERG 22652

Hayman Malling  
HAYMAN MALLINGER 22645

Sandy Chesler  
SANDY CHESLER 22732

Adelle Hast  
ADELLE HAST 22724

Sylvia Worman  
SYLVIA WIRMAN 22696

Harold Walden  
HAROLD WALDENBERG 22680

Sidney L. Meyers  
SIDNEY L. MEYERS 22664

Donald Woodruff  
DONALD WOODRUFF 22660

Sydney P. Kaplan  
SYDNEY P. KAPLAN 22591

Rose Edelstein  
ROSE EDELSTEIN 22583

Freith A. Pollack  
FREITH A. POLLACK 22704

Leonard S. Wayne  
LEONARD S. WAYNE 22522

Joseph W. Lhotka  
JOSEPH W. LHOTKA 22528

Rose Marina  
ROSE MARINO 22535

Milvia Krolstein  
MILVIA KROLSTEIN 22511

Tamara J. Arenson  
TAMARA J. ARENSEN 22536

Ena R. Harkin  
ENA R. HARKIN 22512

Alfred G. Hadad  
ALFRED G. HADAD 22616

Monroe H. Schenker  
MONROE H. SCHENKER 22604

Samuel Cohen  
SAMUEL COHEN 22595

Hilma Levine  
HILMA LEVINE

Ronald L. Greber  
RONALD L. GREBER 22600

Continuation Of Signatures Of Owners:

Ruth B. Henning  
RUTH B. HENNING 22684

Arline P. Crews  
ARLINE P. CREWS 22688

Tom G. Walker  
TOM G. WALKER 22552

Jerome C. Molgram  
JEROME C. MOLGRAM 22563

Sheila C. 22567  
SHEILA C. 22567.

Lily G. Baldry 22512  
LILY G. BALDRY

Herbert D. Stern 22571  
HERBERT D. STERN 22571

Samuel J. Hutchens

SAMUEL J. HUTCHENS 22575

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