

This instrument prepared by:
Michael E. Chapnick, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway
Suite 200
Boca Raton, FL 33487
(561) 994-4499

**CERTIFICATE OF RECORDING
BOARD RESOLUTION FOR
CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Board Resolution attached as Exhibit "A" to this Certificate was duly adopted as a Resolution of the Board of Directors of Caravelle Property Owners Association, Inc. The original Declaration of Covenants, Conditions and Restrictions of Caravelle is recorded Official Records Book 3905, at Page 0302 of the Public Records of Palm Beach County, Florida.

DATED this 17th day of February, 2020.

WITNESSES

Neil Podolnick
Signature
Neil Podolnick
Print Name

Stacey L. Podolnick
Signature
Stacey L. Podolnick
Print Name

**CARAVELLE PROPERTY OWNERS
ASSOCIATION, INC.**

By: Brian Horowitz, President

By: Ken Hirschensohn Secretary

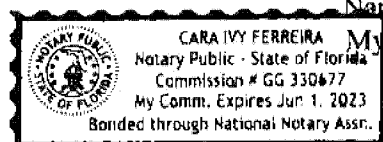
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of February, 2020, by Brian Horowitz, as President, and Ken Hirschensohn, as Secretary, of Caravelle Property Owners Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced drivers license as identification.

[Signature]
Notary Public, State of Florida at Large

Cara Ferreira
Name typed, printed or stamped

My Commission Expires



RESOLUTION OF THE
BOARD OF DIRECTORS OF
CARAVELLE PROPERTY OWNERS ASSOCIATION, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

WHEREAS, on JULY 28TH, 2020, a meeting of the Board of Directors was held; and,

WHEREAS, said meeting was duly noticed and convened pursuant to the Association's governing documents and Florida law; and,

WHEREAS, Article VI, Section 2 of the Association's Declaration provides that the Association shall "periodically clean and paint the finished exterior surfaces of the wood trim, garage doors, stucco of the dwellings and fences and/or walls erected upon the Lots;" and,

WHEREAS, Article VIII of the Declaration provides, in relevant part, that "Each Lot Owner is responsible for the repair, maintenance, and/or replacement at his expense for all portions of the dwelling and other improvements constructed on his Lot which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the entire dwelling (with the exception of exterior painting), including but not limited to...other improvements located upon the Lot such as driveways, walkways and/or fences..." and,

WHEREAS, Article VI, Section 2 of the Declaration, in permitting the Association to take on responsibility otherwise allocated to the Lot Owners, provides that "Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board of Directors, may assume some of the maintenance responsibilities of the home owners for portions of the Lots or improvements located hereon, provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the home owner. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall be a common expense. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board of Directors;" and,

WHEREAS, the Association has determined, in accordance with the above-stated provisions, and in the exercise of its reasonable Business Judgement, that it is in the best interests of the community to assume the responsibility for the maintenance, repair, and replacement of the contiguous walls ("Contiguous Walls") located on the perimeter of the Lots of certain Lot Owner(s), and bases its decision to do so, at least in part, on the facts that: 1) the Contiguous Walls are not insurable by homeowners; 2) the Contiguous Walls are insurable by the Association; 3) the Boca Pointe Master Board and Management have stated that Caravelle is the only village within Boca Pointe which has not taken responsibility for these structures; and, 4) the Association has previously taken responsibility to maintain various portions of the Contiguous Walls; and,


WHEREAS, a majority of a quorum of the Board of Directors has voted at said meeting to adopt this Resolution; and,

NOW THEREFORE, it is hereby RESOLVED as follows:

The Association shall maintain, repair, and/or replace, whenever deemed necessary, as determined in sole discretion of the Association's Board of Directors, at the Association's expense, the Contiguous Walls. If the maintenance, repair, and/or replacement of any portion of the Contiguous Walls is necessary due to the acts and/or negligence of the Lot Owner(s), other person(s) residing with the Lot Owner(s), or the Lot Owner(s) tenants, contractors, employees, employers, agents, assignees, heirs, successors, beneficiaries, and/or guests, the Lot Owner(s) shall be jointly and severally liable with such persons, and the Association may, in its sole and absolute discretion, either require the responsible Lot Owner(s) to repair such damage at the Lot Owner(s)' sole cost and expense, or may itself repair the damage, and charge back the cost of such repair to the responsible Lot Owner(s), which cost shall be collectible as a special assessment against the Lot, as provided for in Article VI, Section 5 of the Declaration.

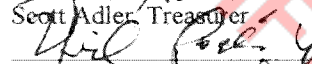
BOARD OF DIRECTORS OF
CARAVELLE PROPERTY OWNERS
ASSOCIATION, Inc.

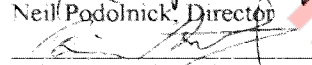
07/28/2020
DATE


Darien Yamin, President


Beverly Pearson, Vice President


Scott Adler, Treasurer


Neil Podolnick, Director


Brian Horowitz, Director