

**Tymber Crossings Homeowners
Association**

P.O. Box 731646

Ormond Beach, FL 32173-1646

tymbercrossings@yahoo.com

**Declaration of Covenants,
Restrictions and Easements**

Articles of Incorporation

By-Laws

This instrument Prepared By:
William E. Loucks, Esq.
Smith, Hood, Perkins,
Loucks, Stout & Orfinger, P.A.
P.O. Box 15200
Daytona Beach, FL 32115-5200

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
TYMBER CROSSINGS - PHASE I
ORMOND BEACH, FLORIDA**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made as of the 7TH of OCTOBER, 1999, by THE JOHNSON GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in the City of Ormond Beach, County of Volusia, State of Florida, more particularly described on *Exhibit "A"* and made a part hereof ("TyMBER Crossings-Phase I"); and,

WHEREAS, Declarant desires to reserve the right, but not the obligation, to add all or a part of certain lands contiguous to and abutting TyMBER Crossings-Phase I as a subsequent phase thereof, which lands are more particularly described in *Exhibit "B"* attached thereto and made a part hereof (the "Additional Lands") whereupon such annexed lands shall also be subject to these Declaration of Covenants, Restrictions and Easements; and,

WHEREAS, there is a need to set forth certain covenants and restrictions, and to grant easements necessary for the development, use and enjoyment of TyMBER Crossings-Phase I and any subsequent phases(s), and to provide for the effective administration of the common areas within TyMBER Crossings-Phase I, and any subsequent phase(s) of TyMBER Crossings; and

WHEREAS, Declarant has caused to be incorporated in the State of Florida a not- for-profit

corporation known as "TyMBER Crossings Homeowners Association, Inc." for purposes of managing the common areas of the subdivision, collecting assessments and providing for the orderly use and enjoyment of TyMBER Crossings- Phase I, and any subsequent phase(s) of TyMBER Crossings,

NOW, THEREFORE, Declarant hereby declares that TyMBER Crossings-Phase I, and any subsequent phase(s) of TyMBER Crossings, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of TyMBER Crossings - Phase I, and any subsequent phase(s) of TyMBER Crossings, and which shall run with the title to TyMBER Crossings-Phase I, and any subsequent phase(s) of TyMBER Crossings, and be binding upon all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the owners of lots located therein.

ARTICLE I DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration and any supplement or amendment thereto, unless the context clearly indicates otherwise, shall have the following meaning:

a. "Association" shall mean and refer to TyMBER Crossings Homeowners Association, Inc., its successors and assigns. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as *Exhibit "C"* and *Exhibit "D"*, respectively.

b. "Property" shall mean and refer to TyMBER Crossings -Phase I, and the additional lands as may hereafter be submitted to this Declaration and brought within the jurisdiction of the Association in accordance with Article VIII hereof.

c. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title or a life estate to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

d. "Plat" shall refer to the subdivision plat of Tymber Crossings-Phase I recorded contemporaneously herewith in the Public Records of Volusia County, Florida, and the plat of any subsequent phase of Tymber Crossings as may be recorded in the Public Records of Volusia County Florida.

e. "Common Area" shall mean the real property (including the improvements thereto) dedicated on the plat or conveyed to the Association, or to be hereafter dedicated on the plat or conveyed to the Association in accordance with this Declaration for the common benefit and enjoyment of the Owners; which areas shall be designated on the Plat, and such landscaping, fencing, signage and other easements as may hereafter be created by separate grant or reservation in favor of the Association. Without limiting the generality of the foregoing, Common Areas shall include, but not be limited to, that part of the Property designated as Parcels "A", "B" as shown on the Plat of Tymber Crossings-Phase I and such areas as may be designated on the plat of any subsequent phase(s) of Tymber Crossings.

f. "Conservation Easement Areas" shall mean all areas of the Property subject to special use restrictions as described herein, which areas shall be designated as "Conservation Easement/Common Area" on the Plat.

g. "Lot" shall mean and refer to each numbered parcel of land shown upon the Plat.

h. "Declarant" shall mean and refer to The Johnson Group, Inc., a Florida corporation, or any successor who is designated as such in a recorded instrument executed by Declarant.

Declarant shall at all times hereafter have the right to assign its rights, privileges, and obligations hereunder, in whole or part, to any successor or nominee.

i. "Stormwater Management System" shall mean the system which is designed and constructed or implemented to control stormwater discharges from the Property which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II PROPERTY RIGHTS

Section 1. Ownership and Maintenance of Common Area. By dedication on the Plat, Declarant has dedicated that part of the Property constituting the Common Area, in whole or part, to the Association, including landscaping, and other improvements located thereon, and the Stormwater Management System. In compliance with the requirements of the City of Ormond Beach Land Development Code ("LDC") Declarant shall install street landscaping and provide irrigation for street trees during the development of the subdivision. The Association shall be responsible for the management, operation, maintenance, and repair of all Common Areas in their entirety, including, (i) all landscaped areas and improvements located thereon; (ii) that part of the Stormwater Management System located within the Common Area; (iii) the landscaping, community signage, and entrance features located within Parcels "A" and "B" as shown on the Plat of Tymber Crossings-Phase I; (iv) street landscaping, including trees, and irrigation system serving the trees and other plantings; and (v) without limitation, all screening walls, fencing, landscaping, and signage, located

within the Common Area. All Common Areas and all improvements thereon shall be maintained by the Association in a functioning, attractive and sanitary condition suitable for the uses and purposes of each of such Common Areas. The Association shall also be responsible for maintaining the Conservation Easement Areas, if any, located within the Common Area. The Association's maintenance, operation, and repair of the Stormwater Management System now or hereafter located within the Common Area shall be in accordance with the ordinances, rules and regulations, as the case may be, of the St. Johns River Water Management District and the City of Ormond Beach, and the permits, engineering plans and specifications pertaining to such drainage facilities as issued or approved by the St. Johns River Water Management District and the City of Ormond Beach. The Stormwater Management System shall be maintained by the exercise of practices which allow said system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District and the City of Ormond Beach. The Association's responsibility for maintaining the Common Area and the Conservation Easement Areas contained therein, shall include general maintenance of the grounds, water bodies, plantings and upland areas located thereon, including, without limitation, the removal of refuse and the control of grass and vegetation pursuant to applicable governmental rules and ordinances and this Declaration. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System located within the Common Area shall be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C., as amended, and be approved by the St. Johns River Water Management District prior to such

termination, dissolution or liquidation.

Section 2. Conservation Easements. Declarant reserves the right, in its sole discretion, to make, deliver and record a Deed or Grant of Conservation Easement and/or Deed or Grant of Stormwater Easement in favor of the St. Johns River Water Management District to comply with regulatory requests or requirements of the District, and in favor of the City of Ormond Beach to comply with regulatory requests or requirements of the City.

Section 3. Additional Easements Affecting the Property.

a. Declarant reserves unto itself the right to hereafter from time to time grant such utility and stormwater drainage, retention/detention, and discharge easements over, upon, across, and under the Common Area as it deems necessary for the efficient and economical development, maintenance, and use of the Property and future additions thereto as are hereafter brought within the jurisdiction of the Association in accordance with Article VIII hereof.

b. Declarant reserves unto itself and its successors and assigns who are successors in title to the Property or any part thereof, a perpetual non-exclusive right and easement together with the right to hereafter grant licenses and easements to third parties, across, over, under, and upon the Common Area, specifically including but not limited to those Parcels described in Article I, Section 1(e) hereof and any additions thereto, and those areas described on the Plat as "Utility Easement" and/or "Drainage Easement" and/or "Stormwater Easements", for such purposes as are reasonably necessary for the development and use of the Property or any part thereof including, but not limited to, (i) the creation of a non-exclusive right of ingress and egress in favor of persons, entities, individuals, and classes thereof who may not be members of the Association, (ii) the installation, construction, inspection, maintenance, repair, and improvement of utilities and stormwater drainage

facilities, and (iii) the use and modification of utilities and the Stormwater Management System now or hereafter constructed thereon, for conveying, discharging, retaining and detaining stormwater runoff collected on the Property or any part thereof, provided that such use and modification of the Stormwater Management System shall be in compliance with all pertinent permits, rules and regulations now or hereafter issued by the St. Johns River Water Management District and the City of Ormond Beach.

c. Declarant reserves unto itself and its successors and assigns who are successors in title to the Property or any part thereof, a perpetual non-exclusive easement upon, over, under and across Parcels "A" and "B", as shown on the Plat of Tymber Crossings-Phase I, and such other Common Areas parcels as may be designated on the plat of any subsequent phase(s) of Tymber Crossings, as is necessary in Declarant's sole discretion for the purpose of constructing, maintaining, repairing and improving such community signage, landscaping, entrance features, screening wall, and appurtenant improvements such as lighting and irrigation systems, as Declarant deems appropriate in connection with developing Tymber Crossings-Phase I and marketing lots therein. At the election of Declarant, the responsibility for maintaining and repairing such improvements shall be transferred to, and assumed by the Association.

d. There shall be or have been established conservation easements, stormwater retention conservation easements, and easements for the installation, construction, maintenance, and repair of utilities and drainage facilities, including but not limited to, easements for sewer, irrigation, security, telephone, electric, cable television and the Stormwater Management System. Such easements have been or will be established by one or more of the following methods, to wit:

(i) By specific dedication, reservation or grant of easement appearing on

the Plat or under this Declaration; or

(ii) By a specific grant or deed of easement by the Declarant, or other party authorized hereunder, heretofore or hereafter recorded in the Public Records of Volusia County, Florida.

Section 4. Rules and Regulations. The Association, through its Board of Directors, may make from time to time and enforce reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights, duties, and obligations of the Association under this Declaration.

Section 5. Insurance. The Association's Board of Directors shall have the authority to and shall obtain, a comprehensive liability policy insuring the Association and its directors, officers, and members from liability resulting or arising from the use, operation, and maintenance of the Common Area, including but not limited to, the Stormwater Management System, or caused by the act or omission of the Association or any of its directors, officers, or members. The comprehensive liability policy shall have at least a \$50,000.00 single person limit with respect to bodily injury and property damage, a \$1,000,000.00 limit per occurrence, and a \$1,000,000.00 minimum property damage limit. In addition, the Association through its Board of Directors, is hereby authorized to obtain such other insurance coverage as the Board of Directors deems reasonably necessary in the best interests of the Association. Premiums for all insurance obtained by the Association, shall be a common expense of the Association.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner shall be a member of the Association. Membership shall be

appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, other than Declarant and its successors and assigns designated as Class B members in accordance with this Declaration, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be: (i) the Declarant, and (ii) any successor in interest and title to the Declarant, in whole or in part, and designated by the Declarant to be a Class B member by a written instrument delivered to the Association. Class B members shall be entitled to six (6) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the first to occur of the following events:

- a. Three (3) months after the transfer and conveyance to a person or entity other than a person or entity designated as a Class B member by the Declarant, of title to eighty six (86%) of all Lots subject to this Declaration and the jurisdiction of the Association; or
- b. December 31, 2009; or
- c. Such earlier time as Declarant shall designate by written notice to the Association.

Section 3. Declarant's Veto Power. So long as Declarant owns any Lot or any part thereof, Declarant shall have a veto power over any actions of the Board of Directors of the Association in derogation of this Declaration or the Articles of Incorporation or By-laws of the Association. Declarant's veto power shall be exercisable only by Declarant, or its successor in interest as "Declarant" hereunder as evidenced by a written instrument recorded in the Public Records of Volusia

County, Florida. No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(i) Declarant shall have been given written notice of all meetings and proposed actions to be considered at such meetings of the Board of Directors by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association; and

(ii) Declarant shall be given the opportunity at any such meeting to join in or to have its representatives join in discussion from the floor regarding any prospective action to be implemented by the Board of Directors of the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for such purposes as approved by the Board of Directors, and (3) individual maintenance and repair assessments levied in accordance with Section 2 of Article VII hereof, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of

such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successor(s), but the lien for the delinquent assessment shall continue to encumber the Lot in the hands of the successor in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the management, operation, maintenance, repair, improvement and replacement of the Common Area and all improvements located thereon, all entrance features, screening walls, fencing, landscaping, signage, and the Stormwater Management System located thereon, the performance of such repairs and maintenance as it is herein obligated to perform, and to provide services which the Association is authorized to provide, including, the payment of taxes, governmental assessments, insurance, labor, management, and supervisory services, equipment, materials, professional (e.g. accounting and legal) and other costs incurred by the Association in performing its authorized functions.

Section 3. Initial Annual Assessment. The initial annual assessment, which shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than Declarant's successor in interest as "Declarant" hereunder) shall not exceed Two Hundred Forty and no/100 Dollars (\$240.00) per Lot. The annual assessment shall be determined by the Board of Directors in accordance with the By-Laws of the Association. The annual assessment, excluding the amount representing the reserve fund contribution, may not be increased by more than fifteen percent (15%), except upon the affirmative vote of a majority of each class of members present in person or by proxy at a meeting called in accordance with Section 5 below. However, in determining whether any increase is within the limitation imposed by this Section, the amount of any increase due

to the increased cost of insurance or damage by casualty, shall not be included.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for such purposes as approved by the Board of Directors, including but not limited to, defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, provided that any special assessment shall have the consent of members entitled to cast 2/3 of the votes present in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot, on the day of the first conveyance of a Lot to an Owner other than Declarant's successor in interest as "Declarant" hereunder. The annual assessment shall be due upon closing the purchase of a Lot from Declarant and shall be adjusted according to the number of months remaining in the calendar year. Thereafter the annual assessment shall be payable in advance in quarterly installments or as otherwise required by the Board of

Directors of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot subject to assessment hereunder at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto but failure to receive such notice shall not relieve an Owner or his Lot from liability for such assessment. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A certificate of the Association signed by any officer or authorized agent as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect on Declarant. Notwithstanding any provision contained herein to the contrary, for so long as Declarant, or Declarant's successor in interest as "Declarant" hereunder, is the owner of any Lot, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) in lieu of paying assessments on Lots owned by Declarant, funding any resulting deficit in the Association's operating expenses produced by assessments receivable from Owners other than Declarant. Said deficit shall be the difference between (i) actual operating expenses of the Association and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option stated above under which the Declarant makes payments to the Association by written notice to such effect to the Association. Except for assessments upon each Lot owned by Declarant subject to the conditions hereof, Declarant shall have no liability of any kind to the Association for the payment of assessments, deficits, capital contributions or any other amounts.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied. If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage upon any Lot recorded prior to recording of a claim of lien for such assessment. The sale or transfer of any Lot shall not extinguish, affect, or impair the assessment lien on any Lot. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the subordinate lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the owner thereof from liability for any assessments thereafter

becoming due or from the lien thereof. Where the mortgagee under a first mortgage of record obtains title to a Lot, its successors in title shall not be liable for any subordinate assessments of the Association levied against such Lot and due and payable prior to the acquisition of title to such Lot by such mortgagee. Such unpaid subordinate assessments shall be deemed a common expense of the Association collectible from all Owners subject to assessments including such mortgagee and its successors in title.

Section 10. Exempt Property. The Common Area and all properties dedicated to, and accepted by, a governmental authority shall be exempt from the assessments created herein, except no Lot shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except as hereafter provided, no building, out building, fence, wall or other structure or improvement, including, without limitation, any dwelling unit, garage, addition, utility building, exterior renovation, screen enclosure, or swimming pool, shall be commenced, erected or maintained upon any Lot, including those owned by Declarant, nor shall any exterior addition to or change or alteration therein or thereof be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same are submitted to, and approved in writing by the Architectural Review Committee as described in Section 2 of this Article V. All plans and specification submitted to the Architectural Review Committee shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography and as to conformance with the architectural restrictions contained herein, as amended from time to time, and any other relevant considerations which are based upon community standards

of planning and construction, including considerations based exclusively on aesthetic factors. No provision contained in this Declaration shall be deemed or construed to supersede, waive, void, or amend any existing ordinance, regulation or requirement applicable to residential construction in the City of Ormond Beach. Owners are solely responsible for strict compliance with all applicable laws, ordinances, and codes and no provision hereof shall be construed to waive such compliance.

Section 2. Architectural Review Committee. The architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the "ARC"), which shall consist of three (3) members, who need not be members of the Association. Members of the ARC shall not be entitled to compensation for services rendered to the Association in accordance herewith. Declarant shall have the right to appoint all of the members of the ARC, so long as it owns at least one Lot, or the Additional Lands in whole or part. Upon expiration of Declarant's right to appoint such members, members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. So long as Declarant has the right to make such appointments, it may, in its sole discretion, assign such right in whole or part, to any other Class B member or the Board of Directors. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or the termination of service of any member thereof, shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by Declarant.

Section 3. Amendment of Article V. So long as Declarant owns any Lot this Article V may

not be amended, modified, or altered in any manner whatsoever without the written consent of Declarant.

Section 4. Review Documents. Prior to submitting final architectural drawings to the City of Ormond Beach in connection with applying for a building permit, each Owner is required to submit two (2) duplicates of the following documents to the ARC for review and approval prior to commencing construction on any Lot:

- a. Final floor plan(s);
- b. Final elevation(s) of each side of each typical building, including walls and fences; and
- c. Final exterior materials, noting color, texture, and treatment for all exterior surfaces.

Section 5. Approvals. Failure of the ARC to approve or disapprove an Owner's application within thirty (30) days of submittal shall constitute the ARC's approval of such submittal. Upon approval by the ARC and receipt of all necessary governmental approvals and permits, construction may commence in accordance therewith. Construction shall be completed within one year after the last approval or permit has been obtained necessary for commencement thereof. Action of the ARC shall be final and conclusive.

ARTICLE VI RESTRICTIONS

Section 1. Residential Use. The Property shall be used solely for single-family residential dwelling units. No building or other improvement shall be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided or subdivided, or reduced in

size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to which any portion of the divided Lot(s) becomes consolidated. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) Lot as originally platted. Dwellings shall be constructed on each Lot in accordance with set-backs required by the City of Ormond Beach. In the event that two or more Lots are consolidated into a single contiguous building site upon which one residence is constructed, such consolidated lots shall be deemed to be a single Lot with respect to the application of this Article VI. Side lot line set-backs shall apply only to the extreme or reconstituted side lot lines in case of a consolidated Lot consisting of more than one Lot or when a dwelling is constructed on two or more Lots.

Section 2. Dwellings. A single-family dwelling constructed on any Lot must have an attached garage designed for not less than two (2) automobiles. No garage shall be converted to a use other than the storage of vehicles unless the ARC has approved the construction of another garage on the Lot as a replacement. The enclosed living area contained within each single-family dwelling shall not be less than 1,600 square feet, as measured from the outside face of exterior walls. In dwellings containing two-story vaulted ceilings, only floor space shall be included in calculating enclosed living area. "Enclosed living area" shall mean the heated/air conditioned space within the dwelling unit served by the dwelling's central heating/air conditioning unit installed as a part of the construction of the dwelling unit. The exterior of all dwellings shall be constructed of brick, stone, wood, stucco or other materials which are approved by the ARC. No exterior may be constructed of concrete block

in whole or in part unless such block is finished with stucco, brick, stone, or wood in a manner which is approved by the ARC.

Section 3. Outbuildings. Any building or structure other than the dwelling unit and structures attached directly thereto located on a Lot shall be considered to be an outbuilding. The outbuilding must be constructed in the same style as and of the same materials as the dwelling unit and be permanent in nature, affixed to a permanent foundation which complies with all standards required for the dwelling unit. All outbuildings shall comply with all applicable ordinances, restrictions, and requirements imposed by the City of Ormond Beach. Metal or prefabricated outbuildings of any type or size are absolutely prohibited.

Section 4. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only.

Section 5. Parking Restrictions. No automobile, truck, van, or other type of motorized vehicle, house trailer, motor home, recreational vehicle, camper, or other similar vehicle, boat, boat trailer or any other type of trailer, shall be parked on any street (including the right-of-way thereof) overnight or for a continuous period of time in excess of eight (8) consecutive hours, or on any Common Area of Tymber Crossings-Phase I or any subsequent phase(s), at any time. The Association may cause all such vehicles to be towed away at the expense of the Owner of the Lot involved. No body work, painting, restoration or major repair or mechanical work may be performed on any camper, house trailer, recreational vehicle, vessel, motor home, boat, or other type of vehicle on any

Common Area or right-of-way of the Property, or on any Lot, except in a garage attached to a residence.

Section 6. Storage Restrictions. No vessel, boat, boat or other type of trailer, motor home, recreational vehicle, camper, house trailer, or other type of vehicle shall be parked overnight, stored, or otherwise permitted to remain on any Lot except in a garage attached to a residence, or unless screened on all sides by a fence or other material so that the screened object is not visible from the street or any adjoining Lot, which screening must be approved in advance by the ARC. No inoperative motorized vehicle of any kind may be parked or stored on any Lot, except in a garage attached to the residence. No automobile, truck or other vehicle or trailer which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked overnight or stored or otherwise permitted to remain on any Lot except in a garage attached to a residence.

Section 7. Livestock and Animals. No livestock, poultry, or animal of any kind or size shall be raised, bred, or kept on any Lot: provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes. Such approved pets shall be kept on the Owner's Lot and shall not be permitted to roam the Property unless restrained by a collar and leash. Pot-bellied pigs or similar pigs shall be defined as livestock and prohibited. Owners will be required to clean up after any pet that relieves itself in any area other than their own yard.

Section 8. Signs. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except a sign approved by the Association giving the name of the occupant of the residence located on such Lot; or, an approved sign advertising the premises for sale

or rent; or, a "garage sale" sign pursuant to permit issued by the City of Ormond Beach; provided, however, that nothing herein shall prohibit the Declarant from erecting and displaying such informational and advertising signs as the Declarant may deem appropriate or desirable.

Section 9. Restricted Activities. No activity which is deemed to be obnoxious or offensive in the sole and absolute discretion of the Board of Directors of the Association shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No building or construction materials shall be stored on any Lot outside of a dwelling or garage, other than during periods of actual construction or remodeling.

Section 10. Dumping Prohibited. No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material. All trash, garbage or waste materials shall be kept in sanitary containers either inside the garage or, when outside, in enclosures adjacent to the Owner's dwelling, suitably screened from view from streets and adjoining Lots by a decorative structure or landscaping materials not less than 36 inches in height, approved in advance of construction or installation by the ARC. All exterior pumps, motors, air conditioner compressors and other mechanical appurtenances shall also be screened from view as provided hereinabove.

Section 11. Walls, Fences, or Hedges. No wall, fence, or hedge, shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, and location thereof have been approved by the ARC. No wall, fence, or hedge shall be permitted on any Lot

nearer to any street adjoining such Lot than the minimum building set back line applicable to such street. No chain-link, or, black or green vinyl covered fence shall be erected on any Lot except along rear lot lines of Lots which adjoin retention or Conversation Easement Areas. No fence, wall or hedge may be erected on any Lot adjoining a stormwater retention area higher than four (4) feet.

Section 12. Swimming Pools. No above ground pools shall be permitted on any Lot. All swimming pools proposed to be erected, altered or modified on any Lot require the prior approval of the ARC.

Section 13. Antennas. No external transmitting or receiving antennae or other similar devices or structures shall be erected on any Lot without the prior approval of the ARC. Satellite receiving dishes must be installed in accordance with the applicable governmental ordinances, and with the prior approval of the ARC. No such installation shall be allowed on rooftops. All must be completely screened from any adjacent property and street by fencing and/or landscaping as approved by the ARC. Any conflict between the foregoing provisions and the applicable federal law including, without limitation, the Rules and Regulations of the Federal Communication Commission, shall be controlled by the latter.

Section 14. Natural Vegetation. No unimproved Lot or that portion of any improved Lot which is left with the natural vegetation and undergrowth intact shall be considered to be in violation of these restrictions. Maintenance of natural vegetation and undergrowth on all Lots shall be encouraged subject to the rules and regulations of the City of Ormond Beach.

Section 15. Game or Play Structures. All game or play structures, other than basketball structures, shall be located at the rear of the dwelling, or on the inside portion of the corner lot. No basketball goals or backboards shall be attached to the front or side of any dwelling. Any basketball

goal or backboard shall be free standing and must be maintained in good repair.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Owners Responsibility. Each Owner shall be responsible for the exterior painting and maintenance of improvements constructed upon such Owner's Lot, including the maintenance, repair, and replacement of roofs, windows, doors, gutters, downspouts and all exterior building surfaces. Each Owner shall also be responsible for the maintenance and care of all sodded and landscaped areas located on the Owner's Lot, including that which is located on any utility or drainage easement situated on such Lot, and also including that area lying within the platted right of way and between the front (and side, if applicable) yard lot lines and the improved portion of the street (pavement, curbing etc.), all as may be necessary to keep such areas in a sanitary, orderly and attractive condition. Such care and maintenance shall include without limitation, irrigating, mowing and trimming all sodded areas and the prompt removal of weeds, leaves, dead landscaping and debris.

Section 2. Failure to Maintain. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon as required by the Declaration to the satisfaction of the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Directors and ten (10) days written notice to the non-complying Owner, shall have the right to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of the building and any other improvements erected thereon to a condition complying with the requirements of this Declaration. The cost of such maintenance and repairs performed by the Association shall be an additional assessment which shall be added to and become a part of the annual assessment to which the Lot is subject. Such additional assessment shall be due and payable within thirty (30) days after the Association mails the non-

complying Owner notice of such additional assessment.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The St. Johns River Water Management District and the City of Ormond Beach shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System and the Conservation Easement Areas. Failure of any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs and expenses, including reasonable attorney's fees, incurred by any moving party in any action or legal proceeding which results in the enforcement of any of the provisions hereof, shall be paid by the party compelled to comply with such provisions.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. Declarant hereby reserves the right to amend, modify, or rescind this Declaration in whole or in part

as it in its sole discretion deems necessary, so long as (a) Declarant is an owner of one or more Lots, and (b) such amendment, modification, or rescission does not substantially change the character, nature, or general scheme of development of the Property as set forth in this Declaration. Specifically, but not by way of limitation, Declarant has the right to amend such parts of this Declaration as it deems necessary to comply with the guidelines and requirements of the Federal National Mortgage Association or any other mortgage insurer, and such amendments shall not be deemed to substantially change the character, nature, or general scheme of development of the Property. In addition to the manner of amendment set forth above, this Declaration may also be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots then subject to this Declaration. All amendments or modifications of this Declaration must be recorded in the Public Records of Volusia County, Florida. Notwithstanding any contrary provision, any amendment to this Declaration which alters the Stormwater Management System previously approved by the St. Johns River Water Management District and the City of Ormond Beach, or the Conservation Easement Areas beyond maintenance in their original condition or as hereafter modified pursuant to plans approved by the governmental authorities having jurisdiction, shall require the prior approval of the St. Johns River Water Management District and the City of Ormond Beach.

Section 4. Compliance with Florida Laws. In the event of any conflict between the provisions of this Declaration and Chapter 617.301 et seq, Florida Statutes, the latter shall control and this Declaration shall be deemed amended to comply with the applicable provision(s) of such laws.

Section 5. Effective Date. This Declaration shall become effective upon recording in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Declarant herein, has caused this Declaration to be executed

in its name and its corporate seal affixed by its proper officers thereunto duly authorized on the day and year first above written.

Witnesses:

"Declarant"

THE JOHNSON GROUP, INC.
a Florida corporation

WE Loucks
Print Name: WE LOUCKS

By *Jerry Johnson Sr.*
Jerry Johnson Sr., President

Gay E. Rickmyre
Print Name: Gay E. Rickmyre

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by Jerry Johnson Sr., as President of THE JOHNSON GROUP, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.



Gay E. Rickmyre
MY COMMISSION # CC842469 EXPIRES
July 8, 2003
BONDED THRU TROY FAIR INSURANCE INC.

Gay E. Rickmyre
Print Name: Gay E. Rickmyre
Notary Public, State of Florida at Large
Commission No. CC842469
My Commission expires: 7-8-2003

EXHIBIT "A"

LEGAL DESCRIPTION TYMBER CROSSINGS - PHASE I

A PART OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE N89°10'17"E, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1301.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 50.00 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED, THENCE S00°43'07"E, ALONG THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A DISTANCE OF 1091.15 FEET; THENCE S89°16'53"W, A DISTANCE OF 290.77 FEET; THENCE N03°32'02"W, A DISTANCE OF 12.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 882.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 02°49'05", AN ARC DISTANCE OF 43.38 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N00°42'57"W, A DISTANCE OF 26.40 FEET; THENCE S89°16'53"W, A DISTANCE OF 168.00 FEET; THENCE S00°42'57"E, A DISTANCE OF 19.40 FEET; THENCE S89°17'03"W, A DISTANCE OF 840.97 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 25; THENCE N00°42'57"W, ALONG THE WEST LINE OF SAID SECTION 25; A DISTANCE OF 1026.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25 AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED CONTAINING 31.04 ACRES, MORE OR LESS.

A PART OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE N89°10'17"E, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1301.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 50.00 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED, THENCE S00°43'07"E, ALONG THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A DISTANCE OF 1091.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°43'07"E, ALONG THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A DISTANCE OF 530.86 FEET; THENCE S87°53'13"W, A DISTANCE OF 1301.82 FEET TO A CONCRETE MONUMENT IN THE WEST LINE OF SAID SECTION 25; THENCE N00°42'57"W, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 625.06 FEET; THENCE N89°17'03"E, A DISTANCE OF 840.97 FEET; THENCE N00°42'57"W, A DISTANCE OF 19.40 FEET; THENCE N89°16'53"E, A DISTANCE OF 168.00 FEET; THENCE S00°42'57"E, A DISTANCE OF 26.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 882.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 02°49'05", AN ARC DISTANCE OF 43.38 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S03°32'02"E, A DISTANCE OF 12.12 FEET; THENCE N89°16'53"E, A DISTANCE OF 290.77 FEET TO THE POINT OF BEGINNING.

Declaration
EXHIBIT "B"
(Additional Lands)



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on October 8, 1999, as shown by the records of this office.

The document number of this corporation is N99000006000.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of October, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION OF
TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. 99 OCT -3 PM 2:40

(A Corporation not for profit under the laws of the State of Florida.)

The undersigned, hereby makes, subscribes, acknowledges and files these Articles of Incorporation for the purpose of becoming incorporated under the laws of the State of Florida, in accordance with the provisions of the Statutes of said state, providing for the formation, liabilities, rights, privileges, and immunities of corporations not for profit.

ARTICLE I.
NAME

The name of the corporation shall be TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II.
PURPOSE

2.1 This Association is organized to provide a legal entity through which the owners of the lots in Tymber Crossings-Phase I, and any subsequent phases of Tymber Crossings, as per map or plat thereof recorded or to be recorded in the Public Records of Volusia County, Florida, shall provide for certain centralized services, regulation and control as hereinafter set forth and as provided in the Declaration of Covenants, Restrictions and Easements (hereinafter "Declaration") recorded or to be recorded as to said Subdivision and any resubdivision of portions thereof, and to provide an entity to carry out and accomplish the purposes described in said Declaration as from time to time amended or supplemented.

2.2 To transact any and all lawful business for which corporations not for profit may be organized under Chapter 617, Florida Statutes. not inconsistent with the Association.

2.3 The Association shall operate, maintain and manage the surface water or stormwater management systems located in Phase I of Tymber Crossings, and subsequent phases thereof hereafter submitted to the jurisdiction of the Association, in a manner consistent with the requirements and rules of the St. Johns River Water Management District, and shall assist in the enforcement of restrictions and covenants pertaining to such stormwater management systems set forth in the Declaration, as hereafter from time to time amended.

2.4 The Association, being conducted as a non profit corporation for the benefit of its members, shall make no distribution of income to its members, directors, or officers; provided, however, such directors and officers shall be entitled to reimbursement of all reasonable costs incurred in carrying out their duties of office.

ARTICLE III.
POWERS

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles and shall have all of the powers and duties reasonably necessary to carry out the responsibilities conferred upon it by the Declaration, as it may be enacted or supplemented from time to time:

a. To make and establish reasonable rules and regulations regarding the use of Association common property, subject to its jurisdiction;

b. To levy and collect adequate assessments against members of the Association to pay the cost, expenses and losses of the Association, including but not limited to, the costs of maintenance and operation of surface water or stormwater management systems located within and upon Tymber Crossings-Phase I, and subsequent phases thereof hereafter submitted to the jurisdiction of the Association, which maintenance and operation shall include all work conducted by or on behalf of the Association within retention areas, drainage structures, and drainage easements located within Phase I of Tymber Crossings and subsequent phases thereof;

c. To use the proceeds of assessments in the exercise of its powers and duties.

d. To maintain, repair, replace, operate and manage the Association property.

e. To acquire, own, manage, maintain and repair real and personal property.

f. To purchase insurance upon the Association property and insurance for the protection of the Association and its members.

g. To enforce by legal means the provisions of the Declaration and any supplemental Declaration, these Articles of Incorporation, the By-laws of the Association which may be hereafter adopted, and the rules and regulations governing the use of the Association property.

h. To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

i. To contract for the management and operation of portions of the Association property susceptible of separate management or operation.

j. To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

k. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration and any Declaration supplementary thereto.

3.2 All funds and the titles of all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-laws.

3.3 Notwithstanding the foregoing, so long as The Johnson Group, Inc., owns any property which is subject to the jurisdiction of the Association or may be submitted to the jurisdiction of the Association as provided under the Declaration, The Johnson Group, Inc., shall have a veto power over all actions of the Board of Directors of the Association as set forth in the Declaration which provision is incorporated herein by this reference.

3.4 The Association shall have a lien on each lot to secure all sums of money assessed against the Lot owner and which lien shall also secure all costs and expenses which may be incurred by the Association in enforcing such liens. The Association may enforce such lien in any manner provided by law, including foreclosure thereof.

ARTICLE IV. MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The membership of the Association shall consist of two classes of members. Class "A" members shall include, with the exception of the Class "B" members, every person who is a record owner of a fee simple estate, a life estate, an estate pur autre vie, or a fee upon condition, in any Lot, as such term is defined in the Declaration, which is subject, by the Declaration, or by any supplementary Declaration, to assessment by the Association. Class "B" membership shall consist of The Johnson Group, Inc., a Florida corporation, and/or any successor in title who is designated as a Class B member in accordance with the Declaration and the By-laws of the Association.

4.2 Change of membership in the Association shall be established by recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing a record title to a lot subject to assessment by the Association and the delivery to the Association of a certified copy of such instrument. The owner or owners designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

4.3 On all matters on which the membership shall be entitled to vote, said voting shall be in accordance with the voting rights as established in the By-laws.

4.4 The Class "B" membership shall terminate as set forth in the Declaration which provisions are incorporated herein by reference.

4.5 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, and in the By-laws.

4.6 The annual meeting of the membership shall be held on the third Monday in January of each year, unless that day falls on a legal holiday in which event the annual meeting will be held on the third Tuesday in January.

ARTICLE V.
PRINCIPAL OFFICE

The principal office of the Association shall be located at 1221 Dunlawton Ave., Suite 200, Port Orange, FL 32119, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VI.
DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) directors nor more than seven (7) directors. The number of members of the Board of Directors shall be as provided from time to time in the By-laws of the Association, and in the absence of such determination, shall consist of three (3) directors.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws. Until such time as the Class "B" membership shall terminate, the Class "B" members shall have the right to designate and select the members of the Board of Directors of the Association as set forth in the By-laws.

6.3 The names and addresses of the members of the initial Board of Directors who shall hold office until their successors have qualified, are as follows:

Jerry Johnson, Sr.
1221 Dunlawton Ave., Suite 200
Port Orange, FL 32119

Arthur Campbell
1221 Dunlawton Ave., Suite 200
Port Orange, FL 32119

Jill Beatty
1221 Dunlawton Ave., Suite 200
Port Orange, FL 32119

6.4 The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine.

The President shall be elected from among the membership of the Board of Directors, but no other officers need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VII.
OFFICERS

The initial officers of the corporation, who shall hold office until their successors are elected, are as follows:

<u>NAME</u>	<u>OFFICE</u>
Jerry Johnson, Sr.	President
Arthur Campbell	Secretary/ Treasurer

ARTICLE VIII.
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part of in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX.
BY-LAWS

The first By-laws of the Association shall be adopted by the members of the Association and may be altered, amended or rescinded in the manner provided by the By-laws.

ARTICLE X.
TERM

The term and duration of the Association shall be perpetual.

ARTICLE XI.
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by 66.67 percent of the membership whether meeting as members or by instrument in writing signed by them.

11.2 Any amendment or amendments to these Articles of Incorporation so proposed shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than 10 days nor later than 30 days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than 10 nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of not less than 66.67 percent of all votes eligible to be cast by the total membership in order for such amendment or amendments to become effective.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Volusia County, Florida.

11.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.4 No amendment shall be made that is in conflict with the Declaration or any supplementary Declaration filed pursuant thereto. No amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of The Johnson Group, Inc., or any successor in interest as "Declarant" under the Declaration designated as such may be adopted or become effective without the prior written consent of The Johnson Group, Inc., or such successor.

ARTICLE XII. INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

Name Jerry Johnson, Sr. Address 1221 Dunlawton Ave., Suite 200
Port Orange, FL 32119

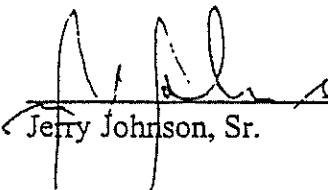
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 OCT -8 PM 2:40

ARTICLE XII.
REGISTERED AGENT

The name and address of the registered agent of the Association is as follows:

Name Jerry Johnson, Sr. Address 1221 Dunlawton Ave., Suite 200
Port Orange, FL 32119

IN WITNESS WHEREOF, the undersigned as Incorporator has executed these Articles of Incorporation this 7th day of October, 1999.




Jerry Johnson, Sr.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Articles of Incorporation were acknowledged before me this 7th day of October, 1999, by Jerry Johnson, Sr., who is personally known to me.



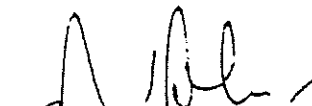
Gay E. Rickmyre
MY COMMISSION # CC842469 EXPIRES
July 8, 2003
BONDED THRU TROY FAJN INSURANCE INC.



Notary Public, State of Florida at Large
My Commission expires: 7-8-2003

ACCEPTANCE BY REGISTERED AGENT

I hereby accept the designation as registered agent of Tymber Crossings Homeowners Association, Inc., for service of process within the State of Florida at an office designated with the Florida Secretary of State and agree to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.



Jerry Johnson, Sr.

**BY-LAWS OF
TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC.,**

a corporation not-for-profit

ARTICLE I

GENERAL

1.1 Identity. These are the By-Laws of Tymber Crossings Homeowners Association, Inc., a Florida not-for-profit corporation (hereinafter "the Association").

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Corporation shall bear the name of the corporation, the word "Florida", and the words "corporation not-for-profit", and the year of the incorporation.

1.4 Subdivision. Tymber Crossings-Phase I, and any subsequent phase(s) of Tymber Crossings, shall hereinafter be referred to as the "Subdivision".

1.5 Developer. Developer as used herein, shall mean "The Johnson Group, Inc." or a successor to whom it may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.

1.6 Declaration of Covenants. "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Covenants and Restrictions for Tymber Crossings Homeowners Association, Inc. as recorded in the Public Records of Volusia County, Florida, and all of the documents expressly referred to therein.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 Membership. Every owner of a residential lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of the lot.

In case a lot is owned by more than one person or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the president in the case of a corporation, and filed with the secretary. Such designation shall be valid until revoked in writing.

2.2 Voting. The Association shall have two classes of voting members as more particularly described in the Declaration of Covenants.

2.3 Quorum. A quorum at members' meeting shall consist of the owners of thirty (36) lots, and decisions shall be made by a majority vote of all votes properly cast at a meeting at which

a quorum is present, except where approval by a greater number is required by the Articles of Incorporation, the By-Laws or the Declaration of Covenants and Restrictions.

2.4. Proxies. At meetings of the membership, votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meetings. A member may withdraw his proxy at anytime before it is voted.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 Annual Members' Meeting. The annual members' meeting shall be held at such place designated by the Board of Directors, at 7:30 o'clock, p.m., local time, on the third Monday in January of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the third Tuesday in January.

3.2 Special Members' Meeting. A special members' meeting shall be held whenever called by the president or vice-president or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

3.3 Notice. Written notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the president, vice-president or secretary unless waived in writing. Such notice shall be delivered or mailed by first class mail to each member at his address as it appears on the books of the Association, not less than twenty (20) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Notice shall be deemed given on the date of the mailing if properly addressed and postage is prepaid.

3.4 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.5 The Order of Business. At Annual members' Meetings and as far as practical at other members' meetings, the order of business shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of minutes.
- d. Reports of officers and committees.

- e. Election of inspectors of election.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.6 Minutes. Written minutes of all meetings of the lot owners shall be kept and be available for inspection by owners and board members at all reasonable times.

ARTICLE IV

BOARD OF DIRECTORS

4.1 Number. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) directors, the exact number to be determined at the time of the election.

4.2 Election. Election of directors shall be conducted in the following manner:

- a. Election of directors shall be conducted at the Annual Members' Meeting.
- b. A Nominating Committee of not less than three (3) nor more than five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one (1) person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.
- c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Until Developer has sold or otherwise transferred title to ninety (90%) percent of the total number of platted residential lots of Tymber Crossings -Phase I, and any other subsequent phases, to others, Developer shall be represented on the Board by a majority of the elected Directors.
- e. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.
- f. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

4.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meetings. Special meetings of the directors may be called by the president, and must be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' written notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Articles of Incorporation or by these By-Laws.

4.9 Presiding Officer. The presiding officer of directors' meetings shall be the president. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Minutes. Subject to the right of Executive Sessions, meetings of the Board of Directors shall be open to all member lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of owners except in an emergency. Minutes of all Board meetings shall be kept in a businesslike manner and available for inspection by lot owners at all reasonable times.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.1 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation and these By-Laws, including without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' lots to defray the costs of the Association and to use the proceeds of said assessments in the exercise of the powers and duties of the Association.

b. To make and amend regulations governing the use of the property, real and personal, of the Association so long as its regulations do not conflict with the Declaration of Covenants and Restrictions, the Articles of Incorporation and these By-Laws.

c. To employ such personnel as may be required for proper operation of the Association.

ARTICLE VI

OFFICERS

6.1 Executive Officers. The executive officers of the Association shall be a president, a vice-president, a treasurer, a secretary and an assistant secretary, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the president shall not also be the secretary, an assistant secretary or the vice-president. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

6.3 Vice-President. The vice-president shall in the absence or disability of the president exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such others duties as shall be prescribed by the directors.

6.4 Secretary. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and other notices required by law. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association required by the directors.

6.5 Treasurer. The treasurer shall have the custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of treasurer.

ARTICLE VII

FISCAL MANAGEMENT

7.1 Assessment Roll. The assessment roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget, together with a notice of the meeting at which such budget will be considered, shall be transmitted to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget.

7.3 Assessments. Assessments against the lot owners of their share of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due on the first day of January of the year for which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly (annual) installments on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors and the unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable on the first day of the month following the enactment of the amended assessment.

7.4 Assessment for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expense shall be made only after notice of the need for such is given to the owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Director may require.

7.5 Depository. The depository of the Association shall be such bank or banks as shall be designated by the directors from time to time and in which the monies of the Association shall

be deposited. Withdrawal of monies from such accounts shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the directors.

7.6. Audit. An audit of accounts of the Association shall be made annually and a copy of the audit report shall be available to each member not later than the second Monday in February of the year following the year for which the report is made.

7.7. Written Summaries. Written summaries of the accounting records of the Association shall be supplied at least annually to each member.

ARTICLE VIII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings and Board of Director's meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE IX

AMENDMENTS

9.1 Notice. Notice of subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

a. Not less than sixty-five percent (65%) of the entire membership of the Board of Directors and by not less than sixty-five percent (65%) of the votes of the entire membership of the Association, or

b. By not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any owner or against any class or group of owners unless the owner(s) so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Covenants and Restrictions.

ARTICLE X

RECORDS OF ASSOCIATION

All the books and records of the Association shall be kept in a businesslike manner and shall be available for inspection by any member at reasonable times.

ARTICLE XI

ARCHITECTURAL REVIEW COMMITTEE

11.1 Powers and Duties of the ARC. In addition to those matters set further in Section 5 of the Declaration of Covenants and Restrictions, the ARC shall have the following powers and duties:

11.1 To amend or modify, from time to time, the Architectural Planning Criteria and establish procedures for submission of requests for architectural review and collection of architectural review fees. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of the Amended Supplemental Declaration. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to the Board of Directors of the Association and to each Lot Owner; provided that, the delivery to the Board of Directors of the Association and to each lot owner of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

11.1.2 To adopt a schedule of reasonable fees for processing requests for ARC approval of proposed improvements. Such architectural review fees shall be payable to the Association at the time that plans and specifications are submitted to the ARC.

11.2 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association or the ARC, contemplated under this Article, neither the ARC nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association or the ARC.

[END]

This document prepared by
and Return to:
James R. Fisher
Post Office Box 290006
Port Orange, FL 32129

**SUPPLEMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
TYMBER CROSSINGS – PHASE 2
ORMOND BEACH, FLORIDA
(Phase 2)**

THIS SUPPLEMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TYMBER CROSSINGS (the "Supplement") is made this 17th day of OCTOBER, 2002 by THE JOHNSON GROUP, INC. a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, on October 7, 1999 Declarant made and executed that certain Declaration of Covenants, Restrictions and Easements for Tymber Crossings Phase 1, subsequently recorded in Official Records Book 4490 at pages 766 through 793 of the Public Records of Volusia County, Florida (the "Declaration"), whereby Declarant submitted certain lands as described therein to the Declaration and the jurisdiction of the TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. (the "Association"); and

WHEREAS, Declarant reserved the right in the Declaration to submit certain additional lands to the Declaration and the jurisdiction of the Association in accordance with said reservation, which lands are more particularly described on Exhibit "A" attached hereto and made a part hereof (the Phase 2 Lands"); and,

WHEREAS, Declarant is the Owner of the Phase 2 Lands and desires to submit the Phase 2 Lands to the provisions of the Declaration, so that said lands are subject to the terms, covenants and conditions of the Declaration, and to the jurisdiction of the Association; and,

WHEREAS, the Declaration provides that Declarant may submit the Phase 2 Lands to the terms of the Declaration by recording a Supplement to the Declaration in the Public Records of Volusia County, Florida.

NOW THEREFORE, pursuant to the Declaration, Declarant, as the Owner of the Phase 2 Lands in fee simple, does hereby amend and supplement the Declaration as follows:

1. The Phase 2 Lands are hereby submitted to the operation and effect of the Declaration and shall be held, sold and conveyed subject to the restrictions, covenants, conditions, easements and assessments set forth in the Declaration, as amended from time to time, and shall be subject to the operation and jurisdiction of the Association, and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as amended from time to time.

2. The legal description of those lands subject to the Declaration as originally described therein is hereby amended to add and include the Phase 2 Lands as described on Exhibit "A" attached hereto.

3. Without limiting the generality of the definition of the term "Common Area" set forth in Section 1(e) of Article I of the Declaration, and in addition to the parcels specifically identified thereunder as being Common Areas of Tymber Crossings, Common Areas shall include, but not be limited to, all Common Areas designated and shown on the Subdivision Plat of Tymber Crossings, Phase 2, recorded simultaneously herewith in the Public Records of Volusia County, Florida.

4. All the terms, provisions, restrictions, covenants and conditions of the Declaration, except as modified and amended hereby, shall remain in full force and effect. This Supplement shall become effective upon its recording in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Declarant herein, has caused this Declaration to be executed in its name and its corporate seal affixed by its proper officers thereunto duly authorized on the day and year first above written.

Witnesses:

Rebecca L. Loken
Print Name: Rebecca Loken

Michelle Winship
Print Name: Michelle Winship

"Declarant"

THE JOHNSON GROUP, INC.

By: *Jerry S. Johnson*
Name: Jerry S. Johnson
Title: President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of October, 2002, by Jerry S. Johnson, as President, of THE JOHNSON GROUP, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Michelle Winship
Notary Public, State of Florida
Commission No.
My Commission Expires:



EXHIBIT "A"

DESCRIPTION

A PART OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TYMBER CROSSINGS - PHASE I, AS RECORDED IN MAP BOOK 47, PAGES 111 AND 112, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN $S00^{\circ}43'07''E$, ALONG THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 95.00 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, A DISTANCE OF 530.86 FEET; THENCE $S87^{\circ}53'13''W$, A DISTANCE OF 1301.82 FEET TO A CONCRETE MONUMENT IN THE WEST LINE OF SAID SECTION 25; THENCE $N00^{\circ}42'57''W$, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 625.08 FEET TO THE SOUTHWEST CORNER OF SAID TYMBER CROSSINGS - PHASE I; THENCE ALONG THE BOUNDARY OF SAID TYMBER CROSSINGS - PHASE I THE FOLLOWING 7 COURSES: $N89^{\circ}17'03''E$, A DISTANCE OF 840.97 FEET; THENCE $N00^{\circ}42'57''W$, A DISTANCE OF 19.40 FEET; THENCE $N89^{\circ}16'53''E$, A DISTANCE OF 168.00 FEET; THENCE $S00^{\circ}42'57''E$, A DISTANCE OF 26.40 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 882.00 FEET AND A CENTRAL ANGLE OF $02^{\circ}49'05''$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 43.38 FEET; THENCE $S03^{\circ}32'02''E$, A DISTANCE OF 12.12 FEET; THENCE $N89^{\circ}16'53''E$, A DISTANCE OF 290.77 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED CONTAINING 17.857 ACRES, MORE OR LESS.

**Tymber Crossings Homeowners
Association**

P.O. Box 731646

Ormond Beach, FL 32173-1646

tymbercrossings@yahoo.com

**Architectural Review
Policies and
Guidelines**

TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW POLICIES AND GUIDELINES

Notwithstanding anything herein to the contrary, in the event of a conflict between this document and any provision in the Association's Declaration, Articles of Incorporation and Bylaws (hereinafter collectively referred to as the "Governing Documents") or the Florida Statutes, the provisions herein shall be deemed to be modified to conform to the Governing Documents or Florida Statutes to the degree necessary to eliminate the conflict.

PURPOSE The purpose of these policies and guidelines is to provide members with a description of the architectural review process and an idea of the items which are to be regulated to help enforce a community wide aesthetic standard.

STANDARDS All construction, improvements, changes, modifications, alterations, additions or otherwise (hereinafter collectively referred to as "Improvements") to a lot shall be made in accordance with the specifications herein, with the Governing Documents, and with all applicable government codes, standards and regulations. Owners must obtain any and all permits from appropriate governmental authorities, as may be required. The general standard to which Improvements shall be held, unless otherwise specified in the Governing Documents or the Florida Statutes, is the prevalent standard of aesthetics, safety and/or design, as the case may be,

which is evident in the overall community. Improvements shall not include and no Association approval shall be necessary for repairs or replacements of aspects of existing structures, items or landscaping on a lot when such repairs or replacements shall be an exact duplication of an aspect which was previously approved or originally installed in accordance with the requirements herein and with the Governing Documents. By way of example, the following items shall not be considered Improvements and shall not require Association approval:

- A. repainting a home the exact same colors as previously approved or originally installed in accordance with the requirements herein and with the Governing Documents;
- B. replacing up to 50% of a fence or a lesser portion of a fence with the exact same type of fence having identical specifications and appearance (e.g., color, style, design, materials, dimensions, etc.) as the one that was previously approved or originally installed in accordance with the requirements herein and with the Governing Documents;
- C. replacing windows or doors with the exact same type of windows and doors having identical specifications and appearance (e.g., color, style, design, materials, dimensions, etc.) as the ones which were previously approved or originally installed in accordance with the requirements herein and with the Governing Documents.

GENERAL Any and all Improvements to a home or a lot are intended to be regulated under the terms hereof, even if not specifically so stated. In the event an Improvement is not specifically listed hereunder or delineated herein, Proposed Plans, as hereinafter defined, for such Improvements must still be submitted to the Association in accordance with the requirements herein and with the Governing Documents. Additionally, all Improvements which are similar in nature to any of those listed herein but which are not specifically so stated shall be deemed to be included herein and shall be regulated in the same manner as the expressly regulated item which most closely approximates the unspecified item. Moreover, despite the extent of the dissimilarity to any expressly regulated item, the new Improvement shall be regulated according to the terms hereof and shall not be implemented or maintained without the prior written approval of the Association in accordance with the requirements herein and with the Governing Documents. The minimum standard to which such Improvements shall be held is the prevalent standard of aesthetics, safety and design evident in the overall community.

All Improvements (including, but not limited to, existing structures and landscaping) on a lot shall be maintained, repaired and replaced in a manner which keeps them as consistent as possible with their original condition. Any Improvements which are not maintained, repaired and replaced to meet or exceed the overall safety, design and aesthetic standards of the community shall be considered a violation hereof and of the Governing Documents. The Association shall have the sole, unfettered discretion to determine when such violation exists.

Subject to all applicable laws and to the extent permitted by the Governing Documents:

- a. upon failure to maintain any improvements as aforesaid, the Association shall have the right to enter upon the lot and maintain, repair or replace such Improvements in order to correct the violation,;
- b. such entry by the Association or its agents shall not constitute a trespass and by acceptance of a deed to a lot the owner shall be deemed to have expressly given the Association the continuing permission and authority to make such entries, correct such violations and allocate the cost for same as further provided herein; and
- c. the cost to correct a violation of this nature shall be charged to the owner of the lot and may, if unpaid, become a lien against such lot and be foreclosed upon in the same manner as assessments provided for in the Governing Documents.

DEFINED TERMS

“Association” - refers to Tymber Crossings Homeowners Association, Inc. and, to the extent applicable, shall include any committee or body appointed by the Tymber Crossings Homeowners Association, Inc. to make determinations regarding architectural control in the community.

“Preliminary Plans ” - refers collectively to initial conceptual plans or descriptions which may be submitted to the Association for preliminary review and consideration prior to preparing and submitting Proposed Plans for Improvements.

“Proposed Plans” - refers collectively to the plans, specifications and descriptions showing the proposed type, height, width, shape, size, location, color, appearance, elevation (if applicable) materials and any and all other aspects of a proposed change or alteration which shall be submitted along with any standard application forms, as may be adopted from time to time by the Association, and must be approved prior to any Improvements being implemented on a lot.

IMPROVEMENTS

Preliminary Plans may be submitted to the Association for any Improvements if an owner would like to obtain a preliminary, non-binding opinion regarding an Improvement. Any response that an owner receives with regard to Preliminary Plans shall not be considered an approval of an Improvement in any way. Submitting Preliminary Plans and obtaining a preliminary opinion with respect to such Preliminary Plans is merely for the purpose of assisting the owner to attempt to prepare Proposed Plans which will be more likely to be approved by the Association.

Proposed Plans must be submitted to and approved by the Association in their entirety prior to implementation of any aspect of an Improvement. Proposed Plans for an Improvement will not be considered complete and the Association will not be required to review Proposed Plans nor approve or disapprove them until all required and applicable aspects describing the Improvement are properly detailed and all application forms required by the Association are completed.

1. Fences, walls, gates. Installation of or change to any type of fence, wall, gate or similar item or structure (or portion thereof) shall be considered an Improvement. Fences shall be no more than six (6) feet in height, except that for any Lot with a width of one-hundred feet (100') or greater located adjacent to a body of water or a common area, the fence adjoining said body of water or common area shall be no more than four (4) feet in height. Fences shall only be constructed of white vinyl material. Walls shall only be constructed of concrete block systems (CBS) and shall be no more than the grade of the lot in height. Any fence, wall, gate or similar structure shall be set back no greater than one (1) inch or no fewer than three (3) feet from the lot boundary lines. The intent of this requirement is to avoid fences placed too near to each other so as to prohibit maintenance of a portion of land located between fences. The installation of any fence on any lot boundary lines shall require the prior written permission of the owner of the adjoining lot. Any portion of a fence located on a lot shall be placed no further toward the front (street-side) of the lot than halfway toward the front of the lot, as measured on the adjoining side wall of the primary residence located on a lot.

2. Storage units, outbuildings, air conditioner enclosures, garbage can enclosures, pet houses. Installation of or change to any storage units, outbuilding, air conditioner, garbage can or refuse container enclosure, pet house or structure similar to those mentioned in this paragraph (or any portion thereof) shall be considered an Improvement. Storage units shall not have more than four hundred (400) square feet of floor space as measured from the interior side of the perimeter walls. Storage units shall only be constructed of the same materials and finish as the home and shall match the exterior color thereof. Notwithstanding anything herein to the contrary, a storage unit may be constructed of a material which does not match the exterior color,

materials, and finish of the home, provided that said storage unit is not visible from any street and that same storage unit is concealed from view, or enclosed by a structure, such as a fence, installed in accordance with these Guidelines. Any structure which is constructed to enclose an outside air conditioner unit, refuse container or garbage can(s) shall be constructed of the same materials and finish as the home and shall match the exterior color thereof. Any storage units, outbuildings, pet houses, air conditioner enclosures, refuse container enclosures, or garbage can enclosures or other similar structures shall be set back from the lot boundary lines in compliance with city code. Any storage unit or pet houses on a lot shall be located so as to not be visible from the front (street-side) of any lot.

3. Gazebos, trellises, arbors, pergolas. Installation of or change to a gazebo, trellis, arbor, pergola or similar structure (or any portion thereof) shall be considered an Improvement.

4. Decks, patios, porches. Installation of or change to a porch, patio, deck or any similar structure (or any portion thereof) shall be considered an Improvement. Any porch, patio, deck or any similar structure shall be constructed of masonry or stone and shall be set back from the lot boundary lines in compliance with city code.

5. Screen and glass enclosures. Installation of or change to any screen or glass enclosure (or any portion thereof) shall be considered an Improvement. Framing for screen enclosures can be white, black, bronze or other color metals as approved by the Association. Screen enclosures may be no closer than five (5) feet to the rear property line. No lattice or other wall-like privacy-screening materials shall be used above four (4) feet in height, unless such usage is with the prior

written approval of the Association. Screening material itself shall be dark in color. Metal roofs shall not be allowed.

6. Drainage ditches, grading changes, swales, ponds. Changes in the terrain on a lot which will effect drainage or flow of surface water, including, but not limited to, ditches, hills, swales, ponds and other grading changes, shall be considered an Improvement.

7. Driveways, pavers, walkways, paths, impermeable surfaces. Installation of or any change to driveways, paths, walkways, impermeable surfaces and similar items (or any portion thereof) shall be considered an Improvement. All driveways must be constructed of permanent, stable materials and may not be constructed of dirt, gravel or other loose materials. Notwithstanding anything herein to the contrary, coating or sealing of driveways, paths, walkways or other impermeable surfaces shall not be considered an Improvement, to the extent it does not alter or change the color, pattern or appearance of such structures from what was previously approved or originally installed. Coating or sealing of driveways, decks, patios, walkways, paths, impermeable surfaces, etc., shall be considered an Improvement when same alters or changes the color, pattern or appearance of such structures from what was previously approved or originally installed.

8. Game and play structures. Installation of or any changes to permanent game or play structures (or any portion thereof) including, but not limited to, swing sets, monkey bars, teeter totters, slides, jungle gyms, playhouses and similar or related structures shall be considered an Improvement. Any permanent game or play structures (or any portion thereof) including, but not

limited to, swing sets, monkey bars, teeter totters, slides, jungle gyms, playhouses, and similar or related structures shall be located at the rear of the dwelling, or on the inside portion of the corner lot. No basketball goals or backboards shall be attached to the front or side of any dwelling. Any basketball goal or backboard shall be free-standing and must be maintained in good repair.

9. Pools. Installation of or any changes to any permanent pool (or any portion thereof) shall be considered an Improvement. Resurfacing, painting, re-tiling, etc., which changes the appearance of an existing pool or surrounding pool deck shall also be considered an Improvement. No above-ground pools shall be permitted on any lot, other than children's play pools, provided that said children's play pools are no greater than eighteen (18) inches in depth, and no more than six (6) feet in diameter, and removed from view from outside of any lot when not in use.

10. Landscaping. Any change to or addition of landscaping which alters the general or overall appearance or topography of a lot shall be considered an Improvement. This includes, but is not limited to, planting or removing trees. All plants, shrubs, flowers, hedges, trees, etc., planted on a lot must be of a type and variety that can grow harmoniously with the natural surrounding flora and fauna in the Florida outdoor environment. Sodding small patches of lawn; planting new, small flowers or plants in existing, previously approved or originally installed garden or flower beds; and re-mulching previously approved or originally installed garden or flower beds shall not be considered an Improvement. Irrigation shall provide 100% coverage to the landscaped and sodded portions of a lot, and shall not over-spray on impervious surfaces or

neighboring properties. All installations of trees and other landscaping shall be in accordance with city ordinances and any other governmental directives.

11. Exteriors, paint colors. Any changes to the exterior surface (e.g., siding, stucco, etc.) or exterior color of a home or other structure, or portion thereof, upon a lot shall be considered an Improvement, this includes but is not limited to changes to the color of exterior doors, including garage door and trim colors, accent colors, roof colors, etc. Exterior paint colors and exterior surface coverings must be subdued in tone (i.e., no overly bright, pastel or extremely dark colors) and must be in harmony with the exteriors of the other homes surrounding the lot and with the overall aesthetic of the community. The Association has adopted a color chart/list of acceptable exterior paint colors which shall be the only acceptable colors permitted in the community.

12. Roofs. Roof replacement and roof installation, even if only to a portion thereof, shall be considered an Improvement. Roofs shall be constructed with architectural grade shingles only. Roof colors must conform to any existing roof in the development. Gutters, downspouts and fascia must be compatible with and blend with the architectural design of the roof.

13. Awnings, shutters. Installation of or changes to awnings, decorative shutters, exterior window decorations or similar structures (or a portion thereof) shall be considered an Improvement. All awnings, shutters, etc., must be in harmony with the exterior color of the home.

14. Chimneys. Installation of or changes to a chimney (or a portion thereof) or changes to color of or materials comprising existing chimneys shall be considered an Improvement.

15. Skylights. Installation of or changes to a skylight (or a portion thereof) shall be considered an Improvement and shall be regulated as such to the extent permitted by law.

16. Extensions, additions to home. The addition of a room or rooms to a home or the extension of an existing room, porch or patio shall be considered an Improvement, regardless of the square footage of the addition or extension. All additions which expand the air conditioned square footage of a home or which are under a uniform, contiguous or attached roof shall match the existing home exactly, in color, style, appearance and exterior surface material and texture. Any such addition or extension of a home shall be set back from the lot boundary lines in accordance with city code.

17. Windows, doors. Installing of any type of exterior doors or windows which vary in any way from those previously approved or originally installed shall be considered an Improvement.

18. Permanent flagpoles, flags or similar displays. Installation of or changes to permanent flagpoles and/or permanent flags shall be considered an Improvement and shall be prohibited to the extent permitted by law. Consequently, this section shall not apply to the display of portable, removable flags specifically permitted by law.

19. Solar panels, clotheslines, energy saving devices. Installation of or changes to solar panels, clotheslines and other energy saving devices (or a portion thereof) shall be considered an Improvement and shall be regulated to the extent permitted by law. Installation of or changes to such items is expressly permitted provided they are installed and maintained in accordance with Florida Law and further provided the location where such items are placed is approved by the Association. However, the Association shall only regulate and approve where such items can be placed.

20. Outdoor lawn and garden decor. Installation of or changes to lawn and garden decor including, but not limited to, fountains, statues, birdbaths, birdhouses and other decorative outdoor items (or any portion thereof) (hereinafter collectively referred to as "Lawn Decor Items") shall be considered an Improvement. No owner shall be permitted to have one or more Lawn Decor Items or a menagerie thereof which distract visually from the overall appearance of the lot or home. The parking of any vehicle (including cars, trucks, vans, motorcycles, boats, etc.) on any portion of a Lot other than within an approved driveway, parking pad or garage for more than one (1) hour shall be prohibited.

21. Satellite dishes, antennae, aerials. Installation of or changes to satellite dishes, antennae, aerials and similar devices (or any portion thereof) shall be considered an Improvement and the regulation thereof shall be subject to all Federal and State regulations and laws. Antennas larger than one (1) meter in diameter are prohibited. Antennas cannot be installed by lot owners on common areas. To the maximum extent permitted by law and to the extent acceptable quality signals can be received from multiple locations on a lot:

a) antennae, aerials, satellite dishes and similar devices must be located behind the rear of house in the least visible location on the lot, as low as possible, and shielded from view to the greatest degree possible;

b) antennas must match the color of the home or be neutral and, if located on the ground, must be camouflaged; and

c) the height of the mast of antennae, aerials, satellite dishes and similar devices may not extend more than twelve feet (12') above the roofline.

22. Signs. Installation of or changes to a sign (or any portion thereof) shall be considered an Improvement and shall be regulated subject to all applicable laws. To the extent permitted by law, the only signs which shall be permitted to generally remain on a Lot are "For Sale" signs which are of a reasonable size, professional looking and unobtrusive and signs of a reasonable size from a security services contractor. Notwithstanding any other provision herein to the contrary, one (1) sign of a size no greater than twelve (12) square feet advertising a garage or yard sale which is to occur on a Lot is permitted to be placed on a Lot twenty-four (24) hours in advance of the beginning of such sale, and must be removed within twenty-four (24) hours after the completion of such sale. Additionally, one (1) sign of a size no greater than twelve (12) square feet expressing a non-profane viewpoint on a political issue, proposition, or campaign is permitted to be placed on a Lot no earlier than four (4) weeks prior to any election or referendum, and must be removed within one (1) week after said election or referendum.

23. Exterior lighting. Installation of or changes to permanent exterior lighting (or any portion thereof) shall be considered an Improvement. No exterior lighting may be so bright or directed at such an angle that it interferes with another owner's use and enjoyment of his home or lot in any way. By way of example, exterior lighting shall not be directed so that it directly shines into the interior of any other home within the community. Exterior lighting shall be installed for safety and decorative purposes only.

24. Invisible fences. Installation of or changes to invisible fences or similar items shall be considered an Improvement. Invisible fences shall be set back from the lot boundary lines in accordance with city code.

25. Mailboxes. Installation of or changes to a mailbox shall be considered an Improvement. Standalone newspaper receptacles are not allowed.

26. Hurricane Shutters. Installation of or changes to hurricane shutters shall be considered an Improvement.

CERTAIN PROHIBITED IMPROVEMENTS AND ITEMS

1. No air conditioning units may be installed in windows.

PROCESS

Except as otherwise provided, once a complete set of Proposed Plans is received by the Association from an owner for an Improvement, which includes all necessary applications, the Association shall have thirty (30) days from receipt of such Proposed Plans to mail or hand deliver a response to the owner, in writing, which approves or disapproves, in whole or in part, the Proposed Plans for such Improvement.

If a response indicating approval or disapproval, in whole or in part, of Proposed Plans is not either mailed or hand delivered to the owner from the Association within the [thirty (30) days - or other time frame] delineated above, the owner's Proposed Plans shall be deemed to be approved, unless there is a specific reason for delay which is communicated by the Association to the owner in writing within said [thirty (30) day] time frame.

Submission of Preliminary Plans or incomplete plans in any form shall not commence the time allotted for the review period by the Association (i.e., the applicable [30] day review period for Proposed Plans shall not commence upon submission of Preliminary Plans or submission of incomplete plans). Proposed Plans which do not cover all the required, applicable aspects (e.g., plans, specifications and descriptions showing the proposed type, height, width, shape, size, location, color, appearance, elevation (if applicable) and materials of a proposed change or alteration) or which are not accompanied by all required application forms shall be considered incomplete until such time as all necessary aspects have been received by the Association.

In addition, the Association, in its sole, unfettered discretion, shall require the owner to provide evidence that the proper permits or other necessary documentation have been obtained from the applicable governmental authority.

Should an owner commence, erect or maintain any Improvement required to be submitted for approval according to the terms hereof without first submitting Proposed Plans and obtaining the written approval of the Association (hereinafter referred to as an "Unauthorized Improvement"), then the Association shall be entitled to seek and obtain an injunction to prohibit the completion of the work as well as the removal of the Unauthorized Improvement or any portion thereof. The Association may consider Proposed Plans which are submitted for an Unauthorized Improvement subsequent to its implementation. However, nothing herein shall be construed to require the Association to do so. Should the Association decide at any time to expressly disapprove an Unauthorized Improvement and/or the Proposed Plans therefore, in whole or in part, the owner must immediately cease work on and/or remove any and all disapproved aspects of the Unauthorized Improvement at the direction of the Association and at the owner's sole expense. Alternatively, if an owner wants the Association to consider allowing such owner the right to retain any portion of the Unauthorized Improvement, then such owner agrees that the Association shall have the right in its sole, unfettered discretion to require the owner to modify the Unauthorized Improvement at the owner's sole expense, as specifically directed by the Association, and submit Proposed Plans for the Association's approval which conform to and properly reflect the Unauthorized Improvement with such modifications as may be required by the Association.