

ARTICLES OF INCORPORATION 99 OCT -9 PM 2:47  
OF

**TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

(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

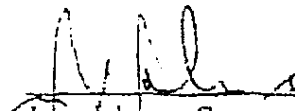
FILED  
NOTARY PUBLIC  
STATE OF FLORIDA  
99 OCT -9 PM 2:40

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 7<sup>th</sup> day of October, 1999.


  
\_\_\_\_\_  
Jerry Johnson, Sr.

STATE OF FLORIDA  
COUNTY OF VOLUSIA

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




Gay E. Rickmyre  
MY COMMISSION # CC242469 EXPIRES  
July 8, 2003  
BONDED THROUGH TRICITY FARM 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.

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Brian S. Hess, Esq.  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION OF  
TYMBER CROSSING HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the ARTICLES OF INCORPORATION OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., recorded in Official Records Book 4490, Page 794, of the Public Records of Volusia County, Florida (hereinafter "Articles"), hereby certify that the ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 26 day of MARCH, 20 17 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XI, Section 11.2 of the Articles, as amended, by the affirmative vote of not less than 66.67 percent of all votes eligible to be cast by the total membership. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Articles shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 30 day of MARCH, 20 17.



Signed, sealed and delivered  
in the presence of:

[Signature]  
(Sign - Witness 1)

Rad McCoy  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)

VICTORIA MCCOY  
(Print - Witness 2)

[Signature]  
(Sign - Witness 1)

Stephen E. Puckett  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)

Rad McCoy  
(Print - Witness 2)

TYMBER CROSSINGS HOMEOWNERS  
ASSOCIATION, INC.

By: [Signature]  
(Sign)

Stephen E. Puckett  
(Print)

President, Tymber Crossings Homeowners  
Association, Inc.

Attest: [Signature]  
(Sign)

Demetrius Jim "CIDA" KIS  
(Print)

Secretary, Tymber Crossings Homeowners  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing was acknowledged before me this 30<sup>th</sup> day of March,  
2017, by Stephen Puckett as President, and  
Victoria McCoy as Secretary, of TYMBER CROSSINGS HOMEOWNERS  
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are  
personally known to me or who have produced \_\_\_\_\_ as  
identification.

NOTARY PUBLIC  
[Signature] (Sign)  
VICTORIA MCCOY (Print)

State of Florida, At Large  
My Commission Expires:



Victoria McCoy  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG039495  
Expires 10/17/2020

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 14, 2017, to Articles of Incorporation for TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, 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 Capital, this the  
Seventeenth day of April, 2017



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION OF  
TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of §617.1006, *Fla. Stat.*, TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. ("Association") adopts the following Articles of Amendment to its Articles of Incorporation.

**FIRST:      Amendment adopted:**

Articles XI, Section 11.2 of the ARTICLES OF INCORPORATION OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. is hereby amended as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

...

**ARTICLE VI  
AMENDMENTS**

~~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.~~

These Articles of Incorporation may be amended by the affirmative vote of the majority of Owners who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those Owners attending in person or by proxy has obtained at a regular/annual or special meeting of the members of the Association, a majority of those Owners attending the meeting in person or by proxy may amend these Articles of Incorporation). Alternatively, these Articles of Incorporation may be amended by an instrument signed by not less than a majority (i.e., 50% plus one) of the Owners.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2017 APR 14 AM 11:25

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.

...

**SECOND:** The date of adoption of the Amendment was the 20 day of MARCH, 2017.

**THIRD:** Adoption of Amendment:

Article XI, Section 11.2 of the ARTICLES OF INCORPORATION OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., entitled "AMENDMENTS", in effect prior to the adoption of the instant amendment, provided that Amendments to the Articles of Incorporation may be approved by the affirmative vote of not less than 66.67 percent of all votes eligible to be cast by the total membership.

The members of the corporation were entitled to vote on the Amendment. The members of the Association duly adopted the Amendment in accordance with the above-stated provision. **The number of votes cast for the Amendment was sufficient for approval.**

THE ASSOCIATION has caused these presents to be executed in its name, this 8 day of APRIL, 2017.

TYMBER CROSSINGS H S ASSOCIATION, INC.

By:

[Handwritten Signature]

(Sign)  
Stephan E. Puckett  
(Print)

President, Tymber Crossings Homeowners Association, Inc.

Attest:

[Handwritten Signature]

(Sign)  
Carol McCoy  
(Print)

Secretary, Tymber Crossings Homeowners Association, Inc.

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing was acknowledged before me this 8<sup>th</sup> day of April,  
2017 by STEPHEN TUCKER, as President, and  
Red McCoy as Secretary, of Tymber Crossings Homeowners  
Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is  
personally known to me or who has produced \_\_\_\_\_ as  
identification.

NOTARY PUBLIC

Victoria McCoy  
(Sign)

(Print)



Victoria McCoy  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG039495  
Expires 10/17/2020

State of Florida, At Large  
My Commission Expires:

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:

11.1.1 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 or 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:  
Brian S. Hess, Esq.  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO BY-LAWS OF  
TYMBER CROSSING HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the BY-LAWS OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., recorded in Official Records Book 4490, Page 802, of the Public Records of Volusia County, Florida, as amended and supplemented (hereinafter "By-Laws"), hereby certify that the AMENDMENT TO BY-LAWS OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 20 day of MARCH, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article IX, Section 9.2 of the By-Laws, as amended, by the affirmative vote of 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. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the By-Laws shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 30 day of MARCH, 2017.

Signed, sealed and delivered  
in the presence of:

Rod McCoy  
(Sign - Witness 1)

Rod McCoy  
(Print - Witness 1)

Victoria McCoy  
(Sign - Witness 2)

VICTORIA McCoy  
(Print - Witness 2)

Stephen E. Pickett  
(Sign - Witness 1)

Stephen E. Pickett  
(Print - Witness 1)

Rod McCoy  
(Sign - Witness 2)

Rod McCoy  
(Print - Witness 2)

TYMBER CROSSINGS HOMEOWNERS  
ASSOCIATION, INC

By: [Signature]  
(Sign)

Stephen E. Pickett  
(Print)

President, Tymber Crossings Homeowners  
Association, Inc.

Attest: [Signature]  
(Sign)

Demetris Jim Foidakis  
(Print)

Secretary, Tymber Crossings Homeowners  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing was acknowledged before me this 30<sup>th</sup> day of March,  
20 17, by Stephen Pickett as President, and Jim Foidakis  
as Secretary, of TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., a Florida not  
for profit corporation, on behalf of the corporation, who are personally known to me or who have  
produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Victoria McCoy (Sign)  
VICTORIA McCoy (Print)

State of Florida, At Large  
My Commission Expires:



Victoria McCoy  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG039495  
Expires 10/17/2020

AMENDMENT TO BY-LAWS OF  
TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC.

The following amendments are made to Article II, Section 2.3, and Article IX, Section 9.2, of the BY-LAWS OF TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC., recorded in Official Records Book 4490, Page 802, *et. seq.*, of the Public Records of Volusia County, Florida (additions are indicated by underlining, deletions are indicated by ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

...

23 Quorum. A quorum at members' meeting shall consist of the owners of ~~thirty~~ (36) twenty-five (25) 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.

...

ARTICLE IX

AMENDMENTS

...

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.~~

These By-Laws may be amended by the affirmative vote of the majority of Owners who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of those Owners attending in person or by proxy has obtained at a



regular/annual or special meeting of the members of the Association, a majority of those Owners attending the meeting in person or by proxy may amend these By-Laws). Alternatively, these Articles of Incorporation may be amended by an instrument signed by not less than a majority (i.e., 50% plus one) of the Owners.

...

# TYMBER CROSSINGS - PHASE I

A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST,  
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

- 1. THE CITY OF ORMOND BEACH HAS REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 2. THE CITY ENGINEER HAS REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 3. THE CITY COMMISSIONERS HAVE REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 4. THE CITY COMMISSIONERS HAVE REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 5. THE CITY COMMISSIONERS HAVE REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.

LEGAL DESCRIPTION

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

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

THE PLAT SHOWS A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE PLAT SHOWS A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

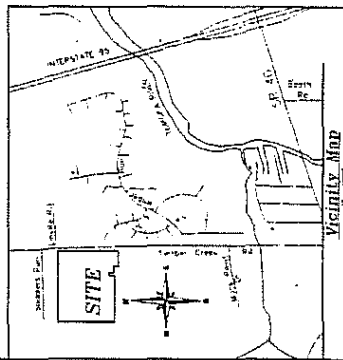
DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964



PLAT SUBSET 1 OF 2

- 1. THE CITY OF ORMOND BEACH HAS REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 2. THE CITY ENGINEER HAS REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 3. THE CITY COMMISSIONERS HAVE REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 4. THE CITY COMMISSIONERS HAVE REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.
- 5. THE CITY COMMISSIONERS HAVE REVIEWED THE PLAT AND FINDS THAT THE SAME IS IN ACCORDANCE WITH THE CITY CHARTER AND ORDINANCES.

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

LEGAL DESCRIPTION

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

THE PLAT SHOWS A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE PLAT SHOWS A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964



APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

APPROVED AND FORWARDED:

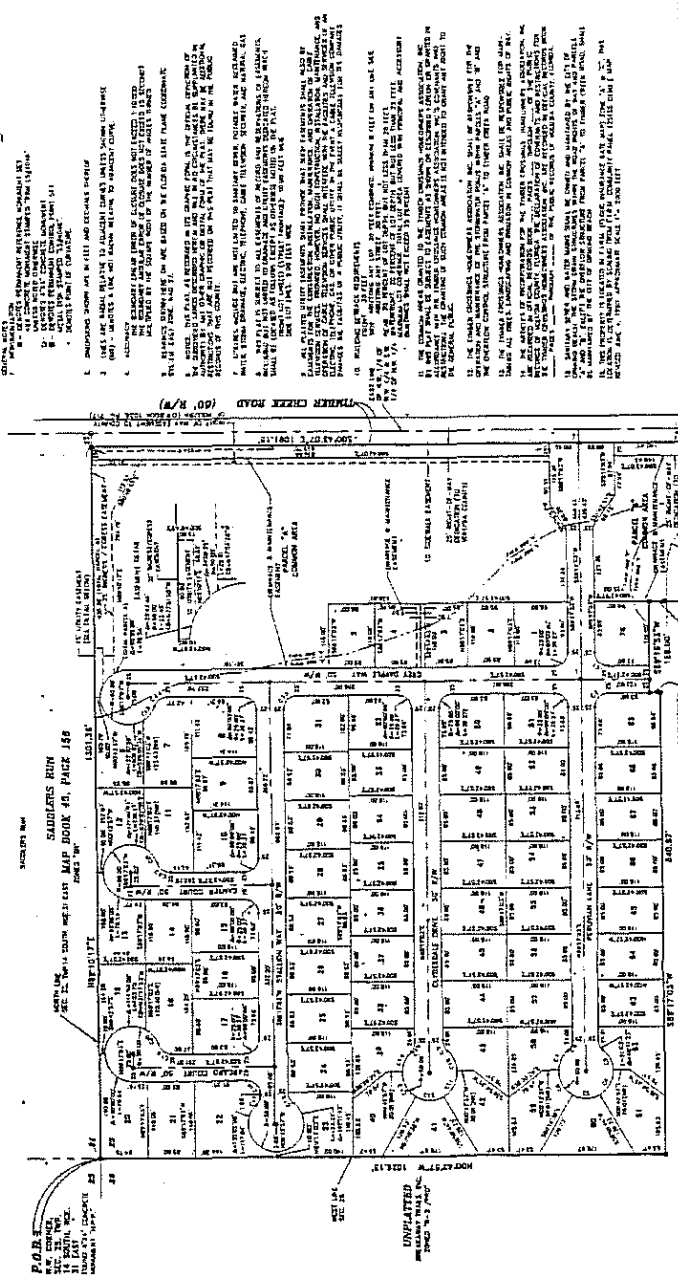
DATE: 10/15/1964

APPROVED AND FORWARDED:

DATE: 10/15/1964

# TYMBER CROSSINGS - PHASE I

A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST,  
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



**LEGEND**

- 1. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF ORMOND BEACH, FLORIDA.
- 2. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE DEVELOPMENT OF THE LOTS.
- 3. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOTS.
- 4. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 5. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF THE LOTS.
- 6. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE LOTS.
- 7. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE RECONSTRUCTION OF THE LOTS.
- 8. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 9. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 10. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 11. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 12. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 13. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 14. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 15. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 16. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 17. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 18. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 19. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.
- 20. THE CITY OF ORMOND BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE REPAIR OF THE LOTS.



**UNPLATTED**

LOT	AREA
1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
8	100.00
9	100.00
10	100.00
11	100.00
12	100.00
13	100.00
14	100.00
15	100.00
16	100.00
17	100.00
18	100.00
19	100.00
20	100.00

**UNPLATTED**

LOT	AREA
21	100.00
22	100.00
23	100.00
24	100.00
25	100.00
26	100.00
27	100.00
28	100.00
29	100.00
30	100.00
31	100.00
32	100.00
33	100.00
34	100.00
35	100.00
36	100.00
37	100.00
38	100.00
39	100.00
40	100.00

**SLIGER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
CORPORATE OFFICE: 201 SOUTH PALM BLVD.  
PORT ST. LUCIE, FL 34952  
PHONE: (888) 345-7272  
FAX: (888) 345-7273  
WWW.SLIGER.COM

A PLAT OF  
**TYMBER CROSSINGS - PHASE II**  
A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST,  
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

- 1. CORNER BOUNDS
- 2. CORNER BOUNDS
- 3. CORNER BOUNDS
- 4. CORNER BOUNDS
- 5. CORNER BOUNDS
- 6. CORNER BOUNDS
- 7. CORNER BOUNDS
- 8. CORNER BOUNDS
- 9. CORNER BOUNDS
- 10. CORNER BOUNDS
- 11. CORNER BOUNDS
- 12. CORNER BOUNDS
- 13. CORNER BOUNDS
- 14. CORNER BOUNDS
- 15. CORNER BOUNDS

**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:

BEING THAT PORTION OF SAID SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...

**CERTIFICATE OF APPROVAL**

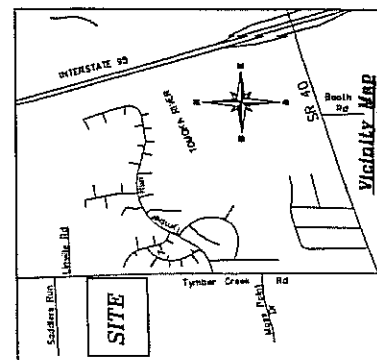
I, THE CITY COMMISSIONER, HEREBY APPROVE THE ABOVE DESCRIBED PLAT OF TYMBER CROSSINGS, PHASE II, A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, AS SHOWN ON THE ATTACHED PLAT AND MAPS.

**CERTIFICATE OF APPROVAL BY THE CITY COMMISSIONER**

I, THE CITY COMMISSIONER, HEREBY APPROVE THE ABOVE DESCRIBED PLAT OF TYMBER CROSSINGS, PHASE II, A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, AS SHOWN ON THE ATTACHED PLAT AND MAPS.



**SLIGER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
CORPORATE OFFICE: 1000 N. GULF BLVD., SUITE 100, TAMPA, FL 33601  
PHONE: 813-288-1111

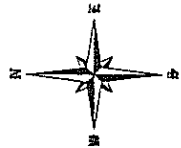


Vicinity Map

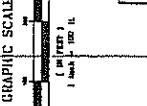
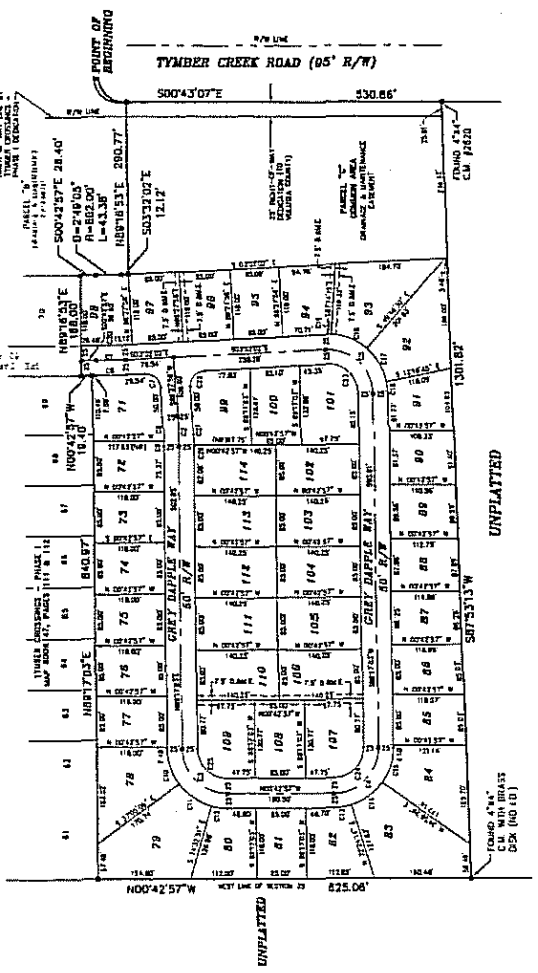
PLAT SHEET 1 OF 2

# TYMBER CROSSINGS - PHASE II

A PORTION OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST,  
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA



- 1. DIMENSIONS SHOWN ARE IN FEET AND DECIMAL THEREOF.
- 2. LINES ARE SHOWN RELATIVE TO ADJACENT CORNER POINTS.
- 3. ADJACENT CORNER POINTS ARE NOT SHOWN RELATIVE TO ADJACENT CORNER.
- 4. ACCURACY: THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION AS SET FORTH IN THE FLORIDA SURVEYING STATUTES.
- 5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.
- 6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.
- 7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.
- 8. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.
- 9. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.
- 10. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK'S OFFICE AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.



LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (ACRES)
75	1,000	113.3	0.023
76	1,000	113.3	0.023
77	1,000	113.3	0.023
78	1,000	113.3	0.023
79	1,000	113.3	0.023
80	1,000	113.3	0.023
81	1,000	113.3	0.023
82	1,000	113.3	0.023
83	1,000	113.3	0.023
84	1,000	113.3	0.023
85	1,000	113.3	0.023
86	1,000	113.3	0.023
87	1,000	113.3	0.023
88	1,000	113.3	0.023
89	1,000	113.3	0.023
90	1,000	113.3	0.023
91	1,000	113.3	0.023
92	1,000	113.3	0.023
93	1,000	113.3	0.023
94	1,000	113.3	0.023
95	1,000	113.3	0.023
96	1,000	113.3	0.023
97	1,000	113.3	0.023
98	1,000	113.3	0.023
99	1,000	113.3	0.023
100	1,000	113.3	0.023
101	1,000	113.3	0.023
102	1,000	113.3	0.023
103	1,000	113.3	0.023
104	1,000	113.3	0.023
105	1,000	113.3	0.023
106	1,000	113.3	0.023
107	1,000	113.3	0.023
108	1,000	113.3	0.023
109	1,000	113.3	0.023
110	1,000	113.3	0.023
111	1,000	113.3	0.023
112	1,000	113.3	0.023

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (ACRES)
113	1,000	113.3	0.023
114	1,000	113.3	0.023
115	1,000	113.3	0.023
116	1,000	113.3	0.023
117	1,000	113.3	0.023
118	1,000	113.3	0.023
119	1,000	113.3	0.023
120	1,000	113.3	0.023
121	1,000	113.3	0.023
122	1,000	113.3	0.023
123	1,000	113.3	0.023
124	1,000	113.3	0.023
125	1,000	113.3	0.023
126	1,000	113.3	0.023
127	1,000	113.3	0.023
128	1,000	113.3	0.023
129	1,000	113.3	0.023
130	1,000	113.3	0.023

UNPLATTED

**SLIGER & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
CERTIFICATE OF AUTHORIZATION NUMBER 048811  
FLORIDA STATUTE 403.01, 403.02, 403.03, 403.04  
(904) 761-1200

# **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.

2. No garbage or refuse containers may be left in plain view from any street or shared walkway, except twelve (12) hours prior to and twelve (12) hours after the scheduled pick up and removal of trash therein.
3. No storage tanks besides those normally kept for private, residential use (e.g., for pool heating, barbecue grills, etc.) shall be permitted to be kept on a lot. In-ground tanks are required if state and local codes can be met by the installation of an in-ground tank. No above ground liquid propane (LP) tanks are permitted.
4. To the extent permitted by law, no dark or reflective tinting shall be permitted on the windows of any home.
5. Kiddie pools and other portable play equipment shall not be permitted to be left in view from the street or any shared walkway when not currently in use.
6. To the extent permitted by law, excessive Lawn Decor Items and/or holiday decorations shall not be permitted.
7. No temporary building or structure shall be permitted on any lot except for the limited purpose of construction as may be reasonably necessary in the sole, unfettered discretion of the Association. Moreover, such temporary building or structure shall only be permitted provided it is approved by the Association and even then only for so long as such construction is actively being conducted and diligently being proceeded on the lot.

## **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.

# TYMBER CROSSINGS ARCHITECTURAL REVIEW COMMITTEE RULES AND REQUIREMENTS

The following rules and regulations may change from time to time depending on conditions, available materials and other such criteria that may be considered by the Committee.

1. **Pools**
  - a. No above ground pools shall be allowed.
  - b. In ground pools shall be as permitted by the city of Ormond Beach
  - c. Must be enclosed by a screen enclosure or fence (see screen enclosure / fences)
  
2. **A/C, Pool, and Sprinkler Equipment**
  - a. Shall be screened from view using fencing and/or landscape materials.
  
3. **Screen Enclosures**
  - a. Framing for screen enclosures can be white, black, bronze or other “natural color” metal. **Color must be clearly stated and approved by the ARC.**
  - b. Screen enclosures may be no closer than five (5) feet to the rear property line.
  - c. No lattice or other wall-like materials shall be used above four (4) feet in height.
  - d. Screen itself is to be a dark material.
  - e. Metal roofs shall not be allowed.
  
4. **LP Gas Tanks**
  - a. In ground LP tanks are required if state and local codes can be met.
  - b. Above ground LP tanks are permitted if screened with either landscaping or fencing.
  
5. **Awnings/Shutters**
  - a. Awning and shutters will be approved on a case by case basis, taking into consideration the style, color, materials, and location.
  
6. **Outbuildings or Accessory Structures**
  - a. If in view, outbuildings or accessory structures, such as cabanas or storage buildings, must be constructed with the same materials and in the same style as the primary residence on the lot and are limited to four hundred (400) square feet.
  
7. **Sidewalks and Driveways**
  - a. Driveways may be concrete or brick pavers.
  - b. Sidewalks will be concrete.
  
8. **Paint and Exterior Colors**
  - a. A color palette will be reviewed and approved.
  - b. Exterior colors shall normally be earth tones/neutrals and comply with current community color theme.

**TYMBER CROSSINGS  
ARCHITECTURAL REVIEW COMMITTEE  
RULES AND REQUIREMENTS**

**9. Recreation and Play Equipment**

- a. Play equipment and tot play equipment shall be placed in the rear yard only and shall, to the greatest extent possible, not be visible from the front yard street.
- b. Basketball backboards shall be portable in nature, must be well-kept and may only be used in the front yard driveway. Use in the street or right-of-way is prohibited.

**10. Landscape, Irrigation, and Lighting Plan**

- a. Landscape materials shall be installed and maintained in general conformance with the community standard and City Ordinance.
- b. Irrigation shall provide 100% coverage to the landscaped and sodded areas and not over-spray on impervious surfaces or neighboring properties.
- c. Landscape and sodded areas shall be maintained in a neat and healthy manner.
- d. Landscape lighting shall be positioned in such a manner as to not be offensive to adjacent properties.

**11. Mail and Newspaper Receptacles**

- a. Mailboxes shall be as required by the United States Postal Service.
- b. Standalone newspaper receptacles are not allowed at all.

**12. Fences**

- a. All fences must be of white vinyl/PVC materials.
- b. Chain-link or dark vinyl/PVC could be erected along rear lot lines of lots which adjoin retention or conservation easement areas.
- c. All fences must be installed either on the property line or minimum of three (3) feet inside of the property line to allow for proper maintenance.
- d. The maximum height of any fence is six (6) feet.
- e. On any lot adjacent to the water, or a common area more than one hundred (100) feet in width, rear yard fences can be no higher than four (4) feet.
- f. On all other lots, fences can be up to six (6) feet in the side and rear yards.

**13. Dwelling – Exterior Alterations/Additions**

- a. Submit architectural plans/drawings as to the nature, kind, shape, height, materials, and location.

**Note:**

1. All building permits are the responsibility of the Home Owner.
2. Additional reference can be found in the Declaration of Covenants, Restrictions and Easements for Tymber Crossings, Article V, pages 15-23.

\*ARC documents can be requested from the ARC, HOA, or found at [www.tymbercrossings.com](http://www.tymbercrossings.com).



**TYMBER CROSSINGS HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE**

**Letter of Intent**

**Homeowner Information**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

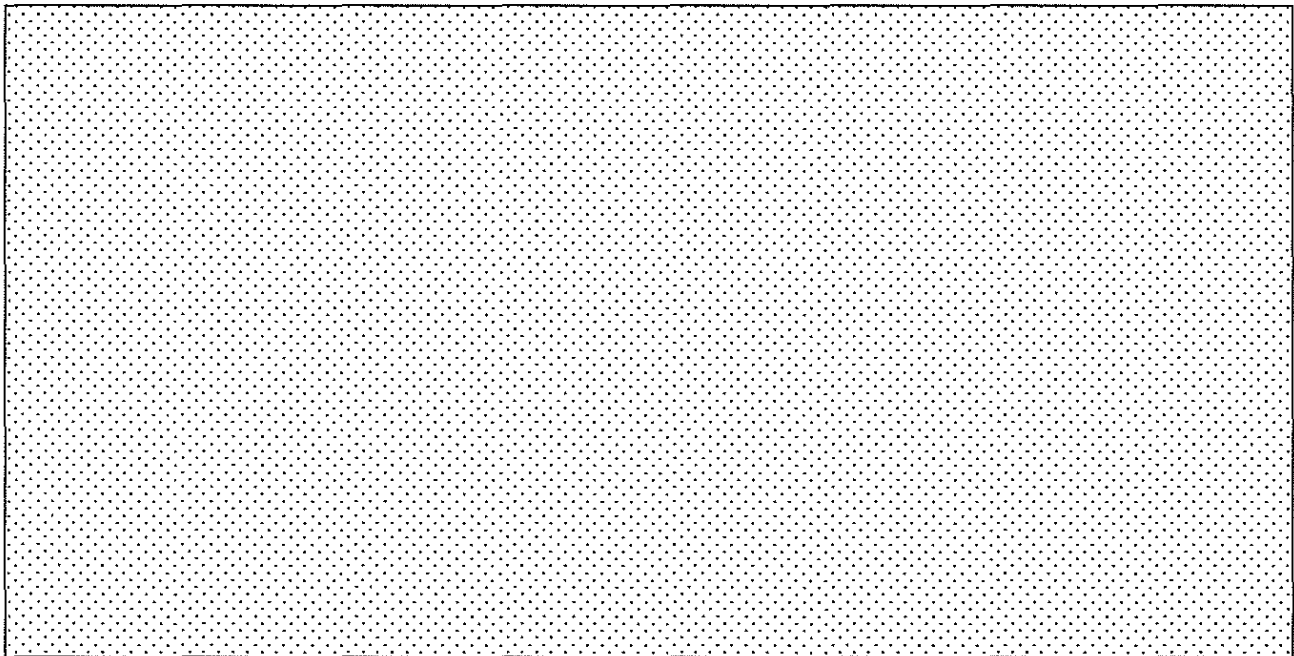
Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_

Refer to the "TyMBER Crossings ARC Rules and Requirements" document for guidelines in planning your project.

**Type of Change**

- |   |   |
|---|---|
| <input type="checkbox"/> Pool                               | <input type="checkbox"/> Outbuildings or Accessory Structures       |
| <input type="checkbox"/> A/C, Pool, and Sprinkler Equipment | <input type="checkbox"/> Sidewalks and Driveways                    |
| <input type="checkbox"/> Screen Enclosure                   | <input type="checkbox"/> Paint and Exterior Colors                  |
| <input type="checkbox"/> White                              | <input type="checkbox"/> Recreation and Play Equipment              |
| <input type="checkbox"/> Brown                              | <input type="checkbox"/> Landscape, Irrigation and Lighting Plan    |
| <input type="checkbox"/> Bronze                             | <input type="checkbox"/> Mail and Newspaper Receptacles             |
| <input type="checkbox"/> Other: _____                       | <input type="checkbox"/> Fences                                     |
| <input type="checkbox"/> LP Gas Tanks                       | <input type="checkbox"/> Dwelling -- Exterior Alterations/Additions |
| <input type="checkbox"/> Awnings / Shutters                 | <input type="checkbox"/> Other _____                                |

**Sketch (if necessary)**



Mail **two** copies of the Letter of Intent and the Application for Changes, including any pertinent information such as, surveys, blue prints, color palettes, paint chip samples, pamphlets, pictures, etc to: **TyMBER Crossings ARC, P.O. Box 731646, Ormond Beach, FL 32173.**

\*ARC documents can be requested from the ARC, HOA, or found at [www.tymercrossoings.com](http://www.tymercrossoings.com).

**TYMBER CROSSINGS HOMEOWNERS ASSOCIATION  
ARCHITECTURAL REVIEW COMMITTEE**

**Application for Changes**

**Dear Homeowner:**

Your request for modification of \_\_\_\_\_ has been

1. \_\_\_\_\_ Approved
2. \_\_\_\_\_ Denied

Comments as applicable: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In compliance with the guidelines of the Architectural Review Committee, you must:

- Assume full responsibility and liability for any unforeseen consequences resulting from services performed on the requested project. To include all costs of property repair if damages occur to a neighboring property or common grounds during the completion of your project.
- At the homeowners or builders expense, terminate the project and restore the affected area to its pre-project condition if there is deviation from the approved request.
- Convey this agreement to any subsequent owner when there is a change of ownership.
- Obtain any necessary permits and abide by all setback restrictions.
- Read and comply with your HOA Covenants and Restrictions when applying for changes.
- Homeowner is to contact the ARC upon completion of the project for final inspection.

DATE: \_\_\_\_\_  
\_\_\_\_\_ Chairperson, ARC

DATE: \_\_\_\_\_  
\_\_\_\_\_ Member, ARC

DATE: \_\_\_\_\_  
\_\_\_\_\_ Member, ARC

**Dear ARC Chairperson:**

I accept the requirements stated above in conjunction with the approval of my request. I understand approval will not become final until signed below and returned to the Architectural Review Committee.

DATE: \_\_\_\_\_  
\_\_\_\_\_ Signature of Homeowner

Return to: **Tymber Crossings ARC**  
**P.O. Box 731646**  
**Ormond Beach, FL 32173**

**For Committee Use Only:**

- Date Request Post Marked:** \_\_\_\_\_
- Date Request Received by ARC:** \_\_\_\_\_
- Date App for Changes Received:** \_\_\_\_\_
- Date Decision Mailed/Delivered:** \_\_\_\_\_
- Date of Final Inspection:** \_\_\_\_\_

\*ARC documents can be requested from the ARC, HOA, or found at [www.tymbercrossings.com](http://www.tymbercrossings.com).