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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II PROPERTY RIGHTS

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

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

termination, dissolution or liquidation.

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

Section 3. Additional Easements Affecting the Property.

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

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

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

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

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

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

the Plat or under this Declaration; or

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

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

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

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

ARTICLE VI RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII EXTERIOR MAINTENANCE

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

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

complying Owner notice of such additional assessment.

ARTICLE VIII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

Witnesses:

"Declarant"

THE JOHNSON GROUP, INC.
a Florida corporation

WE Loucks
Print Name: WE LOUCKS

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

Gay E. Rickmyre
Print Name: Gay E. Rickmyre

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

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



Gay E. Rickmyre
MY COMMISSION # CC84409 EXPIRES
July 8, 2003
BOULEVARD TRAVELERS FARM INSURANCE, INC.

Gay E. Rickmyre
Print Name: Gay E. Rickmyre
Notary Public, State of Florida at Large
Commission No. CC84409
My Commission expires: 7-8-2003

EXHIBIT "A"

LEGAL DESCRIPTION TYMBER CROSSINGS - PHASE I

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

BEGINNING AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE N89°10'17"E. ALONG THE NORTH LINE OF SAID SECTION 25. A DISTANCE OF 1301.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD. A 50.00 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED. THENCE S00°43'07"E. ALONG THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD. A DISTANCE OF 1091.15 FEET; THENCE S89°16'53"W, A DISTANCE OF 296.77 FEET; THENCE N03°32'02"W. A DISTANCE OF 12.12 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 882.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 02°49'05", AN ARC DISTANCE OF 43.38 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N00°42'57"W, A DISTANCE OF 26.40 FEET; THENCE S89°16'53"W. A DISTANCE OF 168.00 FEET; THENCE S00°42'57"E, A DISTANCE OF 19.40 FEET; THENCE S89°17'03"W. A DISTANCE OF 840.97 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 25; THENCE N00°42'57"W, ALONG THE WEST LINE OF SAID SECTION 25; A DISTANCE OF 1026.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25 AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED CONTAINING 31.04 ACRES, MORE OR LESS.

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

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

Declaration
EXHIBIT "B"
(Additional Lands)

10/24/2002 09:01
Instrument # 2002-244161
Book: 4951
Page: 3378

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



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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

Witnesses:

Rebecca Loker
Print Name: Rebecca Loker
Michelle Winship
Print Name: Michelle Winship

"Declarant"

THE JOHNSON GROUP, INC.

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

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



Book: 4951
Page: 3381
Diane M. Matousek
Volusia County, Clerk of Court

EXHIBIT "A"

DESCRIPTION

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

BEGIN AT THE SOUTHEAST CORNER OF TYMBER CROSSINGS - PHASE I, AS RECORDED IN MAP BOOK 47, PAGES 111 AND 112, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN $S00^{\circ}43'07''E$, ALONG THE WEST RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 95.00 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, A DISTANCE OF 530.86 FEET; THENCE $S87^{\circ}53'13''W$, A DISTANCE OF 1301.82 FEET TO A CONCRETE MONUMENT IN THE WEST LINE OF SAID SECTION 25; THENCE $N00^{\circ}42'57''W$, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 625.06 FEET TO THE SOUTHWEST CORNER OF SAID TYMBER CROSSINGS - PHASE I; THENCE ALONG THE BOUNDARY OF SAID TYMBER CROSSINGS - PHASE I THE FOLLOWING 7 COURSES: $N89^{\circ}17'03''E$, A DISTANCE OF 840.97 FEET; THENCE $N00^{\circ}42'57''W$, A DISTANCE OF 19.40 FEET; THENCE $N89^{\circ}16'53''E$, A DISTANCE OF 168.00 FEET; THENCE $S00^{\circ}42'57''E$, A DISTANCE OF 26.40 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 882.00 FEET AND A CENTRAL ANGLE OF $02^{\circ}49'05''$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 43.38 FEET; THENCE $S03^{\circ}32'02''E$, A DISTANCE OF 12.12 FEET; THENCE $N89^{\circ}16'53''E$, A DISTANCE OF 290.77 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED CONTAINING 17.857 ACRES, MORE OR LESS.

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

the space above this line is reserved for recording purposes

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

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of TYMBER CROSSINGS HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TYMBER CROSSINGS - PHASE I, recorded in Official Record Book 4490, Page 766 of the Public Records of Volusia County, Florida, as amended and supplemented (hereinafter "Declaration") and the Florida Statutes, hereby certify that an Amendment to the Declaration, which is attached hereto as Exhibit "A" and by reference made a part hereof (hereinafter "Amendment") was duly adopted in accordance with the requirements of the Declaration.

Pursuant to Article VIII, Section 3 of the Declaration, an instrument was executed by the Owners of not less than two-thirds (2/3) of the Lots then subject to this Declaration, as evidenced by the signatures on Exhibit "B" attached hereto and by reference made a part hereof.

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 Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 8 day of APRIL, 2017.

Signed, sealed and delivered
in the presence of:

TYMBER CROSSINGS HOMEOWNERS
ASSOCIATION,

Rod McCoy
(Sign - Witness 1)

By: [Signature]
(Sign)

Rod McCoy
(Print - Witness 1)

Stephen E. Puckett
(Print)

Victoria McCoy
(Sign - Witness 2)

President, Tymber Crossings Homeowners
Association, Inc.

VICTORIA MCCOY
(Print - Witness 2)

[Signature]
(Sign - Witness 1)

Attest: Rod McCoy
(Sign)

Stephen E. Puckett
(Print - Witness 1)

Rod McCoy
(Print)

Victoria McCoy
(Sign - Witness 2)

Secretary, Tymber Crossings Homeowners
Association, Inc.

VICTORIA MCCOY
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing was acknowledged before me this 8th day of April, 2018,
by STEPHEN PUCKETT, as President, and Rod 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

Victoria McCoy
(Sign)

VICTORIA MCCOY
(Print)



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

State of Florida, At Large
My Commission Expires:

EXHIBIT "A"

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

The following amendment is made to Article VIII, Section 3, of the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TYMBER CROSSINGS - PHASE I, recorded in Official Records Book 4490, Page 766, *et. seq.*, of the Public Records of Volusia County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE VIII
GENERAL PROVISIONS

...

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. Declarant hereby reserves the right to amend, modify, or rescind this Declaration in whole or in part as it in its sole discretion deems necessary, so long as (a) Declarant is an owner of one or more Lots, and (b) such amendment, modification, or rescission does not substantially change the character, nature, or general scheme of development of the Property as set forth in this Declaration. Specifically, but not by way of limitation, Declarant has the right to amend such parts of this Declaration as it deems necessary to comply with the guidelines and requirements of the Federal National Mortgage Association or any other mortgage insurer, and such amendments shall not be deemed to substantially change the character, nature, or general scheme of development of the Property. In addition to the manner of amendment set forth above, this Declaration may also be amended by the affirmative vote of the majority of the 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 been 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 this Declaration). Alternatively, this Declaration may be amended by an instrument signed by the Owners of not less than ~~two-thirds (2/3)~~ a majority (i.e., 50% plus one) of the Lots then subject to this Declaration. All amendments or modifications of this Declaration must be recorded in the Public Records of Volusia County, Florida. Notwithstanding any contrary provision, any amendment to this Declaration which alters the Stormwater Management System previously approved by the St. Johns River Water Management District and the City of Ormond Beach, or the Conservation Easement Areas beyond maintenance in their original condition or as hereafter modified pursuant to plans approved by the governmental authorities having jurisdiction, shall require the prior approval of the St. Johns River Water Management District and the City of Ormond Beach.

...