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.