

2001 UNIFORM BUSINESS REPORT (UBR)

DOCUMENT # 730076

1. Entity Name

TYMBER SKAN ON THE LAKE HOMEOWNERS' ASSOCIATION.

Principal Place of Business

4250 GREENPOCKET LANE
ORLANDO FL 32839-1008

Mailing Address

4250 GREENPOCKET LANE
ORLANDO FL 32839-1008

2. Principal Place of Business

2180 W SR 434

Suite, Apt. #, etc.

SUITE 5000

City & State

LONGWOOD FL

Zip

32779-5044

Country

US

3. Mailing Address

2180 W SR 434

Suite, Apt. #, etc.

SUITE 5000

City & State

LONGWOOD FL

Zip

32779-5044

Country

US

4. FEI Number

59-1629556

Applied For

Not Applicable

5. Certificate of Status Desired

☐

\$8.75 Additional
Fee Required

6. Name and Address of Current Registered Agent

BATTLE, CHARLIE

4250 GREENPOCKET LANE
ORLANDO FL 32839

7. Name and Address of New Registered Agent

Name
HART, JAMES W. JR.

Street Address (P.O. Box Number is Not Acceptable)
SENTRY MANAGEMENT, INC.

2180 W SR 434 STE 5000

City
LONGWOOD

FL

Zip Code

32779-5044

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the state of Florida.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable.

(NOTE: Registered Agent signature required when reinstating)

DATE

FILE NOW:
FEE IS \$61.25

9. Election Campaign Financing
Trust Fund Contribution. ☐

\$5.00 May Be
Added to Fees

Make Check Payable to
Department of State

10. OFFICERS AND DIRECTORS

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
D
BATTLE, CHARLIE
2541 LODGEWOOD LANE
ORLANDO FL 32839 ☒ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
D
JENKINS, ALLIE A
2549 LODGEWOOD LANE
ORLANDO FL 32839 ☒ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
D
MARTINEZ, NEPTALI
1025 S SEMORAN BLVD
WINT PARK FL 32792 ☒ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
D
TELLEZ, NOHEMI
4288 GREENPOCKET LANE
ORLANDO FL 32839 ☒ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
☒ Delete

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
☒ Delete

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
RECEIVER
WRIGHT, CLIFFORD
2180 WEST SR 434 STE 5000
LONGWOOD, FL 32779-5044 ☐ Change ☒ Addition

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
400004594494-5
-03/17/01--01078--025
*****61.25 *****61.25 ☐ Change ☐ Addition

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
☐ Change ☐ Addition

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
☐ Change ☐ Addition

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
☐ Change ☐ Addition

TITLE
NAME
STREET ADDRESS
CITY-ST-ZIP
☐ Change ☐ Addition

12. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE:

SIGNATURE: [Signature]

08-14-01

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



DO NOT WRITE IN THIS SPACE

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CR2E037 (10/00)

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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
CIVIL DIVISION

TYMBER SKAN ON THE LAKE OWNERS
ASSOCIATION, SECTION ONE, INC.,

Plaintiff,

vs.

CASE NO. C1098-10123

DORIS J.J. PORCHIA; UNKNOWN TENANT
1; UNKNOWN 2,

Defendant.

DORIS J.J. PORCHIA

Third Party Plaintiff,

vs.

TYMBER SKAN ON THE LAKE OWNERS
ASSOCIATION, SECTION ONE, INC.
TYMBER SKAN ON THE LAKE OWNERS
ASSOCIATION, SECTION TWO, INC.,
TYMBER SKAN ON THE LAKE OWNERS
ASSOCIATION, SECTION THREE, INC. and
TYMBER SKAN ON THE LAKE HOMEOWNERS'
ASSOCIATION, INC.,

Third Party Defendants.

ORDER GRANTING MOTION TO APPOINT RECEIVER

This cause came on to be heard upon the April 17, 2001 Motion to Replace Received for TYMBER SKAN ON THE LAKE HOMEOWNERS' ASSOCIATION, INC., on May 1, 2001, the Court having reviewed the Motion, the court file, having heard argument of counsel and being otherwise fully advised in the premises, it is therefore,

ORDERED AND ADJUDGED that:

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1. Cliff Wright be, and hereby is, appointed Receiver ("Receiver") of Tymber Skan on the Lake Homeowners Association, Inc., which is the subject of this action as described in the Complaint (the "Association"). The receivership shall terminate upon further order of the Court.

2. Bond for this cause is hereby fixed in the amount of \$25,000.00, the costs of which shall be an expense of the receivership. The bond shall be provided by a corporate surety, in the usual form, guaranteeing performance by the Receiver of the duties and obligations of his office of receivership. The bond is to provide coverage to the parties for loss due to the acts of all agents, servants, or employees of the Receiver, and is to be submitted to the Clerk of this Court for approval within twenty (20) days of the date of this Order.

3. The Receiver is hereby granted authority to and, to the extent that Association funds are available, shall:

- (a) take control of the Association and acquire possession of all assets and property of the Association;
- (b) exercise all of the powers of the Association in place of its Board of Directors and Officers to the extent necessary to manage the affairs of the Association;
- (c) perform any act permitted by Section 607.1432, Florida Statutes;
- (d) collect the rents, assessments, and other payment due to the Association; request, demand, collect, and receive all such rent, assessments, and other payments, and deposit all monies received in a separate bank account apart from and not commingled with any other funds of the Receiver;
- (e) apply all monies received toward the payment of expenses, including management fees, operating expenses, taxes and assessments (which will be

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duly and punctually paid prior to the time that any penalties or interest would accrue), utilities, insurance premiums owed by the Association, and the payment of any judgment rendered herein;

- (f) manage the Association during the pendency of this action;
- (g) use his best efforts to secure full compliance by the condominium associations and unit owners with the terms and conditions of the condominium's Declarations and Bylaws, and leases;
- (h) Make, subject to Paragraph 6 below, all repairs and perform all maintenance on the buildings, appurtenances and the grounds within the Association's responsibility in order to prevent excessive depreciation or devaluation of the property arising from lack of prudent care, and make all arrangements for the furnishing to the property of utility, maintenance, and other services and for the acquisition of equipment and supplies necessary for the management, operation, maintenance, and servicing of the Association;
- (i) cause to be placed and kept in force all forms of insurance required by law or needed to protect the Association adequately, including but not limited to public liability insurance, fire and extended coverage insurance, burglary and theft insurance, such insurance coverage to be placed with such companies, in such amounts, and with beneficial interest appearing therein as is prudent. Receiver shall promptly investigate and make a full and timely written report to the insurance company and the court as to all accidents, claims or damages related to the ownership, operation, and maintenance of the Association, any

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damage or destruction to the Association's property and the estimates costs of repair thereof; and shall prepare any and all reports required by any insurance company therewith. All such reports shall be filed timely with the insurance company as required under the terms of the insurance policy. The Receiver shall work with the Homeowners Association's insurance carrier and/or the carrier's retained counsel, Francis E. Friscia, Meirose & Friscia, P.A. in handling the lawsuit bearing case number CI098-10123;

- (j) take such action as may be necessary to comply with any and all orders or requirements affecting the Association by any federal, state, county or municipal authority having jurisdiction there over, and comply with all laws relating to the employment by the Receiver of his employees;
- (k) enter into such lease agreements with new tenants for property held by the Association as he deems reasonable and prudent;
- (l) renew existing leases upon such terms as he deems reasonable and prudent;
- (m) retain a property management firm to assist him in such duties if he deems the same expedient upon such terms as he deems reasonable and appropriate;
- (n) enforce all restrictions as required in the recorded documents governing the property;
- (o) on or before the twentieth day of each month during the term of the receivership, deliver to the court a Financial Report including a Balance Sheet of the Association as of the end of the preceding calendar month, a Budget Expense Comparison Report, a Transaction Register, a Check Register, an Accounts Receivable Report, a Closing Report, and an Accounts

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Payable Report. In addition, the Receiver shall submit a report describing any matter relating to the Association which has occurred or continued during the preceding calendar month and which materially affects the management, operation or maintenance thereof;

- (p) take such other action as is related to the management and control of the Association; and
- (q) act as the Association, with all rights and powers of the Association, as set forth in Chapter 718, Florida Statutes.

4. The Receiver is hereby authorized to make assessments against the condominium owners pursuant to the condominium's Declarations and also is authorized to make demand upon all condominium owners and tenants occupying the property governed by the Association for condominium assessments, rents, and other charges now due and past due or which may hereafter become due and payable.

5. The Receiver is hereby authorized to enter into contracts on behalf of the Association to carry out the duties permitted by this Order. Furthermore, the Receiver is directed to enter into an agreement with Sentry Management to assist with management of the property and finances of the Association.

6. The Receiver is hereby authorized to borrow funds on behalf of the Association and is permitted to pledge the assets and other interest of the Association as collateral for loans.

7. The Receiver shall give notice to Section 1, Section 2 and Section 3, of his appointment as Receiver and advise them to direct any communications to the Association to the Receiver.

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8. To the extent that Association funds are available, the Receiver is hereby authorized to make all necessary repairs from day to day that are required to maintain the property within the Association's responsibility in a reasonable condition and to provide such repairs as are necessary to keep the property from depreciating substantially in value, all as deemed appropriate by the Receiver provided that such expenditures are appropriate under the circumstances, reasonable in amount and are not extraordinary in nature. In the case of casualty, breakdown of machinery or other similar emergency, the Receiver shall make payments for repairs, maintenance, equipment, or supplies if, in the opinion of the Receiver, emergency action is necessary to prevent additional damage or a greater total expenditure or to protect the property from damage and Association funds are available.

9. The Receiver shall be entitled to receive all books, records, financial data and other documents relating to the previous operation and management of the Association and all parties hereto shall cooperate with the Receiver and shall provide such access or surrender such documents as reasonably required by the Receiver.

10. All funds and monies held in account(s) related to the Association, whether security deposits or any other type or source shall be immediately paid to the Receiver.

11. The Receiver's compensation shall be \$50.00 per hour. The Receiver is authorized, as he deems necessary, to employ counsel; and this Court shall, hereafter, determine the fair and reasonable compensation for such counsel, if any. If there is no objection filed within ten (10) days after service of the Receiver's monthly report which shall include the Receiver's fees and expenses for the preceding month and any fees of the Receiver's counsel, then the Receiver is authorized to pay such fees and expenses as set forth in the Report. In the event that an objection is filed, then the

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reasonable amount of their fees and expenses of the Receiver and Receiver's counsel shall be determined by the Court.

12. The Receiver shall undertake any and all additional duties as this Court may provide by its Orders, and the Receiver shall be at liberty to apply to this Court at any time during the pendency of this action for further direction.

13. Frank Carlson, is hereby relieved of this duties as receiver of Tymber Skan on the Lake Homeowners Association, Inc., as he is being replaced by Cliff Wright. Frank Carlson shall be paid for all services rendered through the date of this Order.

DONE AND ORDERED in chambers in Orlando, Orange County, Florida this ____ day of May, 2001.

s/ JEFFORDS D. MILLER

CIRCUIT COURT JUDGE

Copies furnished to:

Francis E. Friscia, Esquire
Randy Hillman, Esquire
George Meier, Esquire
Chris Draper, Esquire