730076

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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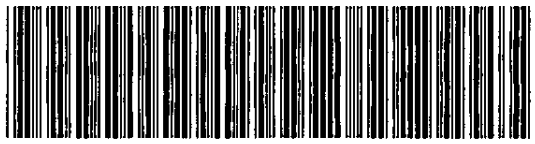
(Business Entity Name)

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TALLAHASSEE, FLORIDA

JUN 13 2013
T. LEMIEUX

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Tymber Shan on the Lake Homeowners Association, Inc.

DOCUMENT NUMBER: 730076

The enclosed ***Articles of Amendment*** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Frank Paul Barber
Name of Contact Person

Firm/ Company

498 Palm Spring Drive Ste 210
Address

Altamonte Springs, FL 32701
City/ State and Zip Code

fbarber@cfl.rr.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Frank Paul Barber at (407) 260-6050
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ $35 Filing Fee

☐ $43.75 Filing Fee & Certificate of Status

☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)

☐ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Tymber Shan on the Lake Homeowners Association, Inc.
(Name of Corporation as currently filed with the Florida Dept. of State)

736076
(Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

2050 Shan Court
Orlando, FL 32839

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

498 Palm Springs Drive Ste 210
Altamonte Springs, FL 32701

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent Frann Paul Barber

498 Palm Springs Drive Ste 210
(Florida street address)

New Registered Office Address: Altamonte Springs, Florida 32701
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

x Frann Paul Barber
Signature of New Registered Agent, if changing

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TALLAHASSEE, FLORIDA

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ___ Change	PD	Charles Hankins	4131 Inglemoor Lane Orlando, FL 32839
___ Add			
X Remove			
2) ___ Change	S	De Los Santos, Hillana	4150 Windcross Lane Orlando, FL 32839
___ Add			
X Remove			
3) ___ Change	VPT	Jose Vazquez	4618 Green Glen Ct. Orlando, FL 32839
___ Add			
X Remove			
4) ___ Change			
___ Add			
___ Remove			
5) ___ Change			
___ Add			
___ Remove			
6) ___ Change			
___ Add			
___ Remove			

E. If amending or adding additional Articles, enter change(s) here:
(Attach *additional sheets, if necessary).* *(Be specific)*

N/A

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(*if not applicable, indicate N/A*)

N/A

The date of each amendment(s) adoption: 5/22/13

Effective date if applicable: 5/22/13
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☑ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated _____

Signature X Frank Paul Barber
(By a director, president or other officer – if directors or officers have not been selected by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Frank Paul Barber
(Typed or printed name of person signing)

Court Appointed Receiver
(Title of person signing)

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

IN RE:

CASE NO.: 2013-CA-007028-O
DIV. NO.: 34

TYMBER SKAN ON THE LAKE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

and

TYMBER SKAN ON THE LAKE SECTION ONE, INC., a Florida not-for-profit corporation,

and

TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION, SECTION THREE, INC., a Florida not-for-profit corporation,

Petitioners.

_____/

ORDER APPOINTING RECEIVER

This cause came on before the Court on the Petition for Appointment of Receiver filed by Petitioners, TYMBER SKAN ON THE LAKE HOMEOWNERS ASSOCIATION, INC., TYMBER SKAN ON THE LAKE SECTION THREE, INC., TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION, SECTION THREE, INC. The Court, after having considered the Petition, the Consents filed in Support and being otherwise in the premises, accordingly, makes the following findings of fact and conclusions of law as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The Court has subject matter jurisdiction pursuant to §§ 34.11 and 34.011, Fla. Stat., as this is an equitable action cognizable by the circuit courts.

2. Venue in this matter is in Orange County, Florida, in that the property in question or the cause of action accrued in Orange County, Florida.

3. This Court has subject matter jurisdiction pursuant to §§ 34.11 and 34.011, Fla. Stat., as this is an equitable action cognizable by the circuit courts.

4. Petitioner, TYMBER SKAN ON THE LAKE HOMEOWNERS ASSOCIATION, a Florida not-for-profit corporation, (hereinafter "HOMEOWNERS ASSOCIATION") is a Florida not-for profit corporation authorized to and doing business in Florida. The HOMEOWNERS ASSOCIATION is a not-for-profit Florida corporation existing to operate and maintain TYMBER SKAN ON THE LAKE, a Condominium, pursuant to the Declaration of Condominiums of Tymber Skan On the Lake Sections One and Three, and is located at located at 2650 Skan Court, Orlando, 32839.

5. Petitioners, TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION, SECTION ONE, INC., (hereinafter "SECTION ONE") is a condominium located at 2650 SKAN Court, Orlando, 32839, comprising 78 individual condominium units. SECTION ONE is a not-for-profit Florida corporation existing to operate and maintain TYMBER SKAN ON THE LAKE, SECTION ONE, a Condominium, pursuant to the Declaration of Condominium as recorded in Official Records Book 2246 Page 381, *et seq.*, of the Public Records of Orange County, Florida, and as thereafter amended. SECTION ONE was created to maintain and administer the common elements of the condominium and is responsible for the operation and maintenance of the condominium.

6. Petitioner, TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION, SECTION

THREE, INC., (hereinafter "SECTION THREE") is a condominium located at 2650 Skan Court, Orlando, 32839, comprising 124 individual condominium units. SECTION THREE is a not-for-profit Florida corporation existing to operate and maintain TYMBER SKAN ON THE LAKE, SECTION THREE, a Condominium, pursuant to the Declaration of Condominium as recorded in Official Records Book 2402 Page 384, *et seq.*, of the Public Records of Orange County, Florida, and as thereafter amended. SECTION THREE was created to maintain and administer the common elements of the condominium and is responsible for the operation and maintenance of the condominium.

7. At the present time there exists the circumstances which require the immediate appointment of a receiver to govern the affairs of the condominium as the Board of Directors cannot operate and maintain the condominium as more fully alleged below.

8. The Boards, exercising their fiduciary responsibilities, have worked hard to conserve funds and pay all ASSOCIATION expenses.

9. The ASSOCIATIONS have cut all but the very essential services to the condominium property.

10. Each month each ASSOCIATION operates at a loss because of the lack of collection of assessments.

11. The HOMEOWNERS ASSOCIATION, SECTION ONE and THREE currently lack the financial resources to pursue individual collection actions against delinquent owners.

12. There exist delinquencies involving more than 111 units or over two-thirds of all units. As of March 31, 2013, the total arrears in assessments are $859,659.08 for both SECTIONS ONE and THREE.

13. As a result of these delinquencies the HOMEOWNERS ASSOCIATION, SECTION

ONE and THREE had to stop funding the reserves as they could no longer fund the Reserves and pay all of the operating expenses.

14. The HOMEOWNERS ASSOCIATION, SECTION ONE and THREE have cut all but the very essential services to the condominium property and are unable to stay current with payment resolution agreements from its vendors. There have been multiple instances when the Orlando Utilities Commission has threatened to terminate services to the condominium development.

15. At the current time the HOMEOWNERS ASSOCIATION, SECTION ONE AND THREE cannot possibly continue under the present without emergency court intervention.

16. The vendors who provide regular operating services for the HOMEOWNERS ASSOCIATION, SECTION ONE and THREE are never paid on time, payment resolution agreements are not met, services are stopped, and some have either filed or will be filing actions for remedy with the Court which.

17. The Board of Directors for the HOMEOWNERS ASSOCIATION, SECTION ONE and THREE have already cut many services that once were available such as full time security guards, full time maintenance personnel, pest control service, lake spraying and algae control, landscaping, building repairs, restoration of burned units, roads and paving and any "extras" that would enhance the appearance of the community and maintain property values. As the condominium is in an area of high crime, cutting security services has placed the residents and tenants in jeopardy of injury to their person and loss of their property.

18. There are few owners that actually live at the community with most units either empty or occupied by nonpaying tenants.

19. Many of the units were purchased by investors who live elsewhere and are difficult

or impossible to locate.

20. There are numerous units that have been abandoned by the owners and are vacant.

21. There are many units that have been subject to foreclosures but the mortgage companies have failed to take the necessary steps to consummate the foreclosures as they do not want to assume responsibility for the payment of assessments.

22. There are currently multiple mortgage foreclosures against unit owners that are not being completed by the mortgagees.

23. As a result there has been no collection of assessments from the units that are in foreclosure by the ASSOCIATION and the likelihood of immediate collection of assessments is in peril without the appointment of a receiver who can take immediate and unilateral action to protect the condominium.

24. In addition to the foreclosures, there has been an abandonment of units by tenants who had been renting from the investor owners.

25. As a result of the lack of payment of assessments, the ASSOCIATION is in dire financial circumstances including, but not limited to, the following:

A. There is no continuous property, liability or directors' insurance covering the ASSOCIATION with lapses and cancellations and non renewals.

B. Insufficient funds to pay for essential services on a regular and timely basis.

C. The common elements have deteriorated to such an extent that this is causing damage to the property values of individual units thereby exposing the ASSOCIATION to monetary damage claims.

D. At least (3) three units have been the subject of great casualty loss due to fire and are inhabitable. Insurance proceeds have not been properly disbursed for

repairs/restoration for the burned units, the insurance proceeds were spent and the units are still uninhabitable and not restored, affecting property values.

E. Full time security and maintenance has been eliminated causing further deterioration of the common elements.

F. Closing of recreational facilities due to health and safety concerns.

G. Building maintenance has severely deteriorated the roofs, plumbing and building exteriors.

H. There is an inability to provide minimal security and there have been drug deals and multiple other crimes on the property.

I. There is currently no insurance on the buildings and common elements as required by the governing documents.

26. The Petitioners have requested that a receiver be appointed by the Court to manage and rehabilitate the condominium and that the costs associated with the appointment of the Receiver be paid using the assessments collected by the Receiver.

27. Petitioners also requested that the Receiver have all necessary powers to seek the sequestration of rents from those units that are not paying assessments yet are being occupied.

28. Further, it was requested that the Receiver be granted authority to take possession of those units that have been abandoned so that they may be renovated and rented to collect sufficient funds to pay past and current assessments at the expense of the owner. It was also requested that the Receiver be granted authority to foreclose on units in arrears, take title to the same and dispose of them as reasonably necessary.

29. The Petitioners requested that the Receiver have all the powers and duties of a duly

constituted Board and that the Receiver serve a minimum of two (2) yeas thereby allowing the condominium development to be rehabilitated; the Board to be duly elected; and the HOMEOWNERS ASSOCIATION, SECTION ONE and THREE to return to a stable financial condition.

30. If a Receiver is not appointed to run the business affairs of the HOMEOWNERS ASSOCIATION, SECTION ONE and THREE the residents will have no adequate remedy available to stay in their homes during these tough economic times of hardship and to keep commercial water, wastewater and electric services flowing to the complex to sustain public health.

31. If a Receiver is not appointed to run the business affairs of HOMEOWNERS ASSOCIATION, SECTION ONE and THREE, the common elements of the ASSOCIATION will be impaired and severely damaged.

32. If a Receiver is not appointed to run the business affairs of the HOMEOWNERS ASSOCIATION, SECTION ONE and THREE the likelihood of multiple actions by numerous individuals for just claims could burden the courts.

IT IS ORDERED AND ADJUDGES as follows:

1. Petitioners' request that a receiver be appointed by the Court to collect the rents from those units that are currently being rented and are not paying the assessments is granted.

2. Petitioners' request that a receiver be appointed by the Court to collect the rents from those units that are currently vacant or abandoned by the unit owners and otherwise not being rented and are not paying the assessments is granted.

3. Petitioners' request that the costs associated with the appointment of the receiver be paid using the assessments collected by the receiver is granted.

4. Petitioners' request that the receiver have all the powers and duties of a duly

constituted Board unless otherwise delegated back to the Board and that the receiver serves a minium of two (2) years thereby allowing the ASSOCIATION to be rehabilitated; the Board to be duly elected; and the ASSOCIATION to return to a stable financial condition is granted.

5. Petitioners have met and consulted with Frank Barber, of Deer Run Realty & Management, Inc., who has agreed to serve as Receiver.

6. Based on the foregoing, Frank Barber, of Deer Run Realty & Management, Inc., is hereby appointed Receiver ("Receiver") for TYMBER SKAN ON THE LAKE HOMEOWNERS ASSOCIATION, INC., TYMBER SKAN ON THE LAKE SECTION THREE, INC., TYMBER SKAN ON THE LAKE OWNERS ASSOCIATION, SECTION THREE, INC., which are the subject of this action as described in the Petition for Appointment of Receiver. He shall be compensated at the rate of $100.00 plus any reasonable costs and expenses.

7. The receivership shall terminate automatically two (2) years from the date of this Order unless otherwise ordered by the Court.

8. In addition to the above the Receiver is hereby granted authority to and, to the extent that Association funds are available, shall:

A. The Receiver shall 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.

B. All property ownership rights and mortgagee rights are subject to the Declaration of Condominium and, in accordance with the Declaration of Condominium, the receivership is hereby extended to include all units that are in foreclosure. The Receiver shall identify those condominium units in foreclosure and

notify the condominium owners via service of process that the receivership will extend over the individual condominium properties. The Receiver shall make an identical service of process to the unknown tenants.

C. The Receiver shall appoint a licensed property manager to manage the rental of the units while they are in foreclosure for the purpose of having the rents sequestered and in for the purposes of paying the condominium assessment liens. The Receiver shall make the collections in accordance with the authority granted him under the Declaration of Condominium.

D. The Receiver shall use the sequestered funds that are collected to pay the assessment payments associated with each respective condominium unit. The payment of assessments is vital to sustaining the property with regard to the payment of utilities, obtaining property insurance, removing hazardous condition from the property and maintaining the property.

E. The Receiver is authorized to pay the appointed property manager from the proceeds of the sequestered funds. The Receiver shall escrow the remaining balance of funds collected for the benefit of the owner.

F. Apply all monies received toward the payment of expenses, including management fees, operating expenses, taxes and assessments (which will be 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.

G. The Receiver shall use his best efforts to secure full compliance by the owners and tenants with the terms and conditions of the Declaration of

Condominium, Bylaws, and if applicable, leases.

H. The Receiver shall 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.

I. The Receiver shall enter into such lease agreements with new tenants for property held by the Association as reasonable and prudent;

J. The Receiver shall renew existing leases upon such terms as reasonable and prudent.

K. The Receiver shall enforce all restrictions as required in the recorded documents governing the property consistent with the provisions of this Order.

L. On or before the last day of each quarter during the term of the receivership, the Receiver shall deliver a brief report to the Court which may include, among other matters, 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 Payable Report.

M. The Receiver shall take such other action as is related to the management and control of the Association consistent with the provisions of this Order.

N. The Receiver shall act as the Association, with all rights and powers of the Association, as set forth in Chapter 718, Florida Statutes, consistent with the provisions of this Order.

O. The Receiver shall make demand upon all owners and tenants occupying the

property governed by the Association for assessments, rents, and other charges now due and past due or which may hereafter become due and payable;

P. The Receiver shall enter into contracts on behalf of the Association to carry out the duties permitted by this Order. The Receiver shall have the authority to terminate all contracts of any nature including, but limited to, management contacts and contracts for any company purporting to collect assessments.

Q. The Receiver shall pay, as an expense of the receivership, the attorney's fees and costs incurred by the Petitioners in bringing this action. Any attorney's fees and costs shall also be deemed to be costs and expenses of the ASSOCIATIONS.

R. The Receiver shall assume the collection of unpaid assessments due the ASSOCIATION from the ASSOCIATION or any law firm currently seeking collection of unpaid assessments as the Receiver deems appropriate.

S. The Receiver shall have all the powers and duties of a duly constituted Board unless otherwise delegated back to the Board. The Receiver shall not be responsible for any actions of the Board of Directors that have been delegated to the Board of Directors but is liable for any actions taken as Receiver.

9. The Receiver shall give notice to the owners and tenants of the appointment as Receiver and advise them to direct any communications to the Association to the Receiver.

10. Any person affected by the appointment of the Receiver may file a Motion with the Court addressing any concerns.

11. The Receiver shall be entitled to receive all books, records, financial data and other documents relating to the previous operation and management of the ASSOCIATIONS and all persons having control of any relevant documents shall cooperate with the Receiver and shall

provide such access or surrender such documents as reasonably requested by the Receiver within forty-eight (48) hours of service of this Order upon the Association.

12. 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 who shall maintain said accounts in a Federally insured banking institution. Any financial institution currently holding or maintaining any funds of the Association shall comply with the terms of this Order upon service by certified mail, return receipt requested.

13. The Receiver is authorized, as he deems necessary, to employ counsel to be paid in accordance with the generally prevailing hourly rates.

14. 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.

DONE AND ORDERED in Orlando, Orange County, Florida this 22nd day of May 2013.

DONALD E. GRINCEWICZ
CIRCUIT JUDGE

Copies furnished to: John A. Leklem, Esquire, 916 Highland Avenue, Orlando, FL 32803
Frank Barber, Deer Run Realty & Management, Inc., 498 Palm Springs Drive, Ste. 210, Altamonte Springs, FL 32707