739896

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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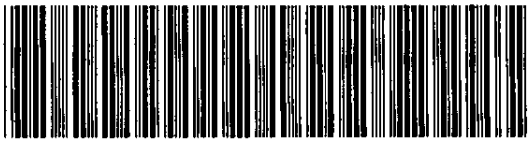
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TALLAHASSEE, FLORIDA

FEB 26 2016

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Thousand Oaks Ownership Assoc, Inc.

DOCUMENT NUMBER: 739896

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

Please return all correspondence concerning this matter to the following:

DEBORAH STULL
(Name of Contact Person)

TREASURER 1000 OAKS OA, INC
(Firm/ Company)

8810 SW 103rd AVE.
(Address)

GAINESVILLE, FL 32608
(City/ State and Zip Code)

debstull@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

DEBORAH STULL at 512-940-0864
(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

1000 Oaks Ownership Association Inc

(Name of Corporation as currently filed with the Florida Dept. of State)

739896

(Document Number of Corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For 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" or "incorporated" or the abbreviation "Corp." or "Inc." **"Company" or "Co." may not be used in the name**.*

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

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

1000 Oaks Ownership Assoc
8810 SW 103rd AVE
Gainesville FL 32608

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: DEBORAH STULL

New Registered Office Address: 8810 SW 103rd AVE GAINESVILLE, FL 32608
(Florida street address)

_____, Florida _____
(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.

Deborah Stull
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	_____	_____	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ 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)

SEE Attached
delete current paragraph(s) wording
and replace with new wording.

The date of each amendment(s) adoption: JAN 24th, 2016, if other than the date this document was signed.

Effective date if applicable: JAN 24th, 2016
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 1/24/2016

Signature _____
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

DEBORAH STULL
(Typed or printed name of person signing)

TREASURER
(Title of person signing)

AMENDMENTS TO THOUSAND OAKS
DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS
Document # 739896
Approved Annual Meeting Jan 24 2016

AMENDMENT # 1

ARTICLE VII Section 1

Amended Wording: Add (d) The regular and special assessments together with interest, late fees, association collections costs, and reasonable attorney fees and costs incurred to collect on the debt whether suit be filed or not shall be a charge on the land and be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, late fees, association collection costs, and reasonable attorney fees and costs shall also be the personal joint and several obligation of the Owners of the Lot assessed at the time when the assessment fell due. The association may give record notice of an assessment lien by recording a claim of lien signed and verified by an officer or managing agent of the Association in the Public Records of Alachua County which lien shall state the description of the Lot, the name of the record Owner thereof, the amount due, the party making payment shall be entitled to receive a recordable satisfaction of such lien. Liens for assessments and costs may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property.

AMENDMENT # 2

ARTICLE VII Section 3

Amended Wording: **Annual Assessments: The annual assessments, including funds for special improvement projects, and for capital improvements, shall be approved by the Board of Directors of the Association after notice of the proposed budget has been sent to the owners in advance of the budget vote (14 days) and special assessments are noticed to the owners and a proxy or special assessment vote is cast by the owners. The assessments shall be payable annually, in advance, in accordance with the projected financial needs of the Association.**

AMENDMENT # 3

ARTICLE VII Section 5 (1st paragraph only)

Amended Wording: **Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement of the assessment against each Homesite and at that time shall prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. A written notice of the assessment amount and due date shall be sent to every owner at least thirty (30) days in advance of such date.**

AMENDMENT # 4

ARTICLE VII, Section 6 First paragraph

Amended wording: Effect of Non-Payment of Assessment-Lien, Remedies of Association: If the assessments are not paid on the date due, such assessment shall become delinquent and shall together with late fees, interest and association collection cost become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devises, personal representatives and assigns.

ARTICLE VII, Section 6, Second paragraph, first sentence

Amended Wording: **If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear late fees, interest and association collection cost from the date of delinquency, and the Association may bring an action to foreclose the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include late fees and interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.**

AMENDMENT #5

ARTICLE VII Section 7

Amended Wording: Subordination of the lien to mortgages: The lien of the assessments and charges provided for herein shall be subordinate to the lien of any bona fide institutional first mortgage now or hereafter placed upon the Homesite subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Homesite pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure and provided further such subordination shall not excuse the payment of the assessments provided pursuant to Florida Statutes 720.3085 by an institutional lender who takes title to the Homesite. No sale or transfer shall relieve any Homesite from liability for any assessments except as provided by Florida Statutes.

AMENDMENT # 6

ARTICLE VIII Section 2

Amended Wording: **General Maintenance: Every homeowner must perform all maintenance and repair work within and around their Homesite which if omitted would affect the Homesite in its entirety. All such maintenance must be performed promptly, and during its performance all construction debris, dumpsters, supplies and maintenance equipment must be kept in an orderly fashion and out of view from the roadway where practical, in order not to present a hazard or nuisance to neighboring homesites. Any repair/construction advertising (signs) may only be posted on the property during actual construction and must be removed as soon as the work is completed. The Association may provide general maintenance upon any Homesite which is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, fence painting or other general maintenance or landscaping. Prior to the Association taking such action as hereinabove set forth, the Association shall notify the Owner in writing at his last known address, stating what action needs to be taken by the owner and if after thirty (30) days, such action is not taken by the owner, the Association shall provide the necessary maintenance and the cost assessed against the homesite.**

AMENDMENT # 7

ARTICLE VIII – New Section

New Section: **Section 3. Emergency Tree Removal from Common Area Roadway Pavement. When a tree, or portion of a tree, falls on the Common Area roadway pavement blocking vehicular traffic, the Owner of the Homesite where the tree trunk in located shall be responsible for the timely removal of the tree, or portion of the tree, so that vehicular traffic can pass safely. If the Owner is not able to remove the blockage immediately, the Association may clear the roadway pavement (only) to allow vehicular traffic to pass safely, and assess the cost against the Homesite(s) where the tree trunk is located.**

AMENDMENT # 8

ARTICLE IX Section 1 – New Subsection

New Subsection: c) **Directors and Officers Insurance: The Association shall obtain Directors, Officers and Organization Liability coverage to provide Directors and Officers coverage as a group and as individuals as the Board of Directors deems proper to insure against liability for its actions and non-actions.**

AMENDMENT # 9

ARTICLE X Section 1

Amended Wording: **Purposes: No parcel, part, portion or subdivision lot of this property shall be used except for residential purposes. The roads and rights-of-way are intended only for ingress and egress from Homesites within Thousand Oaks, and may not be used as through-ways to adjoining properties. No Homesite may be used for any other purposes; including, but not limited to: farming, boarding of animals (kennels) or any type of recreational facility (such as motor bike, go-cart or skateboard tracks or ramps). No building shall be erected, altered, placed or permitted to remain on any portion of the herein described property other than single-family dwellings not to exceed two and one-half stories in height and a private garage or carport for not more than three cars, the entrance of which may not face any road maintained by the Association. There may be incorporated in or attached to any such dwelling, a garage or carport and storage, laundry or guest quarters (for use in connection with and to serve the single-family unit). Also permissible would be a swimming pool and/or cabana or other structure used solely as an auxiliary appurtenance to a swimming pool and tennis courts. All detached buildings, pools or other structures of any kind shall not be erected, altered, placed or permitted to remain upon any lot until reviewed by the Architectural Control Committee and approved by the Board of Directors.**

AMENDMENT # 10

ARTICLE X Section 2

Amended Wording: **Residence Construction: No residence shall be constructed upon any Homesite except a single-family residence containing not less than 1,800 square feet of internal heated and finished area exclusive of attached garages, patios, carports, porches and swimming pools except with the written recommendation of the Architectural Control Committee and written approval of the Board of Directors. A two story single family residence must contain not less than 1,200 square feet on the ground floor. The materials and methods of construction from time to time, utilities for the construction of all residences upon any Homesite shall be of a type, grade and standard of quality then commonly employed and accepted in the Gainesville, Florida area for first quality residential construction.**

AMENDMENT # 11

ARTICLE X Section 3

Amended Wording: **Fences: No fence shall be erected, placed or altered on any parcel, part, portion or subdivision lot of the subject property until the fence plans and a plan showing the location of the fence shall have been recommended in writing by the Architectural Control Committee and approved in writing by the Board of Directors, as to quality of workmanship and materials and harmony of design with existing structures. No fence or wall shall be erected, placed or altered on any portion of the subject property nearer to any street than the front building line of the main residence unless made of masonry or wood and may not impede road right of way. The plan must be recommended for approval by the Architectural Control Committee and approved in writing by the Board of Directors.**

AMENDMENT # 12

ARTICLE X Section 7

Amended Wording: **Temporary Structures Permitted: Nothing contained herein shall prohibit the erection of guest quarters in connection with the main residence and attached thereto, but no such guest quarters, garage or other building, including temporary structures, except building materials and tool sheds, may be erected prior to the construction of the main residence. All temporary materials and tool sheds must be removed promptly after the dwelling is complete.**

AMENDMENT # 13

ARTICLE XI Section 1

Amended Wording: **Appointment: The initial Architectural Control Committee shall consist of three (3) members and thereafter shall consist of not less than three (3) nor more than five (5) members as elected by a Majority of Owners vote (as defined in the By-Laws) at the annual Association meeting. All committee members shall serve without compensation but thus provision shall not be construed to prevent the Committee from employing architects or other professional consultants to assist the Committee in the performance of its duties. Each member of the Architectural Control Committee shall serve at the pleasure of the Association. The members of the initial Architectural Control Committee shall be the following:**

AMENDMENT # 14

ARTICLE XI Section 2

Amended Wording: **Section 2. Purpose: No new or existing residence, fence, shed, barn, greenhouse, gazebo, outbuilding, temporary or other structure shall be constructed, placed, materially altered or replaced until the plans, specifications, and a plot plan showing the proposed construction, placement or alteration shall have been submitted to the Architectural Control Committee for recommendation in accordance with this provision. All plans and plot plans required by this provision shall be drawn to an accurate scale sufficiently great and shall contain sufficient detail to permit an accurate and informed determination of the architectural and esthetic quality and soundness of the proposed construction, placement or alteration. No construction, alteration or replacement of any of the aforementioned structures shall be permitted which the Architectural Control Committee shall determine not to be in accordance with this Declaration or esthetically compatible with the area.**

Plan Submission: Every person desiring to construct , alter or replace any new residence, fence, shed, barn, greenhouse, gazebo, outbuilding, temporary or any other structure shall make a request in writing to the Architectural Control Committee for review and submit this request in person, via postal service or electronic mail to an elected member of the Architectural Control Committee and obtain confirmation that the request has been received by the committee member. Each request for approval of any proposed construction or placement will provide the Architectural Control Committee two (2) copies of the plans and specifications of the proposed construction/placement and two (2) copies of an accurate plot plan showing the location of the proposed construction/placement upon the individual Homesite.

Review and Notification Process: The Architectural Control committee shall, within fifteen (15) days from the day it shall receive the last item required to be submitted, review the proposal and submit a written recommendation to either approve or disapprove such request to the Board of Directors, including a copy of all documents that were reviewed by the Committee in reaching its conclusion. The Board of Directors shall, within fifteen (15) days from the receipt of this recommendation from the Architectural Control Committee, either approve or disapprove the request. Notification of the approval or disapproval of any such proposed construction or placement shall be made in writing and confirmed at a meeting of the Board of Directors which will include members of the Architectural Control Committee. In event the proposed construction or placement shall be approved, such approval shall be noted on both copies of the plans, specifications and plot plans submitted to the Committee, and one copy thereof will be retained by the Architectural Control Committee until all of said proposed construction or placement has been completed or until it shall be deemed abandoned as herein stated. In the event such proposed construction or placement shall not be approved, the written notification of such non-approval shall specifically state the reasons for such disapproval and the person making such request shall be entitled to alter or modify such proposed construction or placement to meet the requirements of the Architectural Control Committee and Board of Directors, whereupon such request shall be approved. In the event the Architectural Control Committee and Board of Directors shall fail to act upon any request for approval within thirty (30) days from the date of submission of such request together with all required plans, specifications and plot plans, such request shall be deemed approved by the Architectural Control Committee and Board.

Abandonment of Project: In the event any approved construction or placement shall not be commenced within three (3) calendar months or completed within twelve (12) months from the date of such approval, the proposed construction or placement shall be deemed to have been abandoned and prior to the commencement of any such construction or placement, a new request will be made to the Architectural Control Committee without regard to any prior request.

AMENDMENT # 15

ARTICLE XI Section 3

Amended Wording: **Section 6. Waiver of Restrictions: The Board of Directors, upon recommendation of the Architectural Control Committee, shall have the power by affirmative vote to waive any provisions of this Article XI or any other Article when it shall appear that any residence, fence, shed, barn, greenhouse, gazebo, outbuilding, temporary or other structure, although not constructed or placed in accordance with the provisions of these restrictions, if by majority vote they determine that the enforcement of such provisions would constitute a hardship.**

AMENDMENT # 16

ARTICLE XII Section 2

Amended Wording: **Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, via postal service or electronic mail, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.**