

L060000/22081

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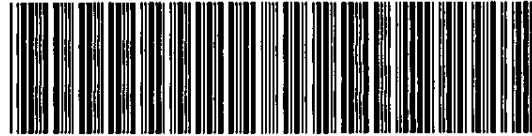
Special Instructions to Filing Officer:

A. LUNT

DEC -5 2011

EXAMINER

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2011 DEC -2 PM 1:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Meadowbrook MHP, LLC
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

HOLLY EAKIN MOODY, ESQ

Name of Person

Holly Eakin Moody, P.A.

Firm/Company

2900 E. Oakland Park Blvd.

Address

Ft. Lauderdale, Florida 33306

City/State and Zip Code

darylstair@att.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Holly Eakin Moody, Esquire

Name of Person

at (954) 566-7417 xt 13

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input checked="" type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed) |
|---|--|---|--|

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

MEADOWBROOK MHP, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 12/26/2006 and assigned
Florida document number L06000122081.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, Florida _____
City Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Meadowbrook Management	10440 GOLDEN EAGLE COURT Plantation, Florida 33324	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
MGRM	Daryl L. Stair	10440 GOLDEN EAGLE COURT Plantation, Florida 33324	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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2011 DEC - 2 PM 1:20
TALLAHASSEE, FLORIDA
CLERK OF COURT
J. B. STARR

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See Amendment Attached hereto.

Dated December 1, 2011.



Signature of a member or authorized representative of a member

Daryl L. Stair

Typed or printed name of signee

**SECOND AMENDMENT TO ARTICLES OF
ORGANIZATION
OF
MEADOWBROOK MHP, LLC**

FILED
2011 DEC -2 PM 1:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT made and entered into this 1 day of December, 2011, by **DARYL L. STAIR, Managing Member of MEADOWBROOK MHP, LLC, a Florida Limited Liability Company.**

WITNESSETH:

WHEREAS, on December 26, 2006, Articles of Organization of **MEADOWBROOK MHP, LLC**, were filed with the Florida Secretary of State; and,

WHEREAS, on January 7, 2007, the Articles were previously amended and filed with the Florida Secretary of State,

WHEREAS, the members desire to amend Articles III and Article V of the Articles of Organization by deleting them in their entirety and substituting the following:

ARTICLE III

The purpose for which this Limited Liability Company is organized is:

3.1 Character of Business: The Company's business and purpose shall consist solely of the following and, so long as the Loan (as hereinafter defined) is outstanding, shall not be changed without the prior written consent of the Lender (as hereinafter defined):

1. To engage solely in the ownership, operation and management of the real property, together with all improvements located thereon, in West Palm Beach, Florida, commonly known as Meadowbrook Mobile Home Park and located at 1531 Drexel Road (the "Property"), pursuant to and in accordance with the Company's Articles of Organization and Operating Agreement; and
2. To engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

3.1.1 Limitations. Notwithstanding any other provision of these Articles of Organization or of the Company's Operating Agreement, or any provision of law that otherwise so empowers the Company, the Company shall not, so long as the Loan is outstanding, do any of the following without the prior written consent of the Lender:

1. engage in any business that is unrelated to the ownership of the Property;
2. have any assets other than the Property (and personal property incidental to the ownership and operation of the Property);
3. engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale, transfer of membership interest, or amendment of its articles of organization or operating agreement;
4. without the unanimous consent of all its members, file or consent to the filing of any bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or any other entity in which it has a direct or indirect legal or beneficial ownership interest; and
5. have no indebtedness other than (i) the amended and restated note made to the Company by Wells Fargo Bank, National Association, and/or Fannie Mae, and/or their successors and/or assigns (the "Lender") for the purpose of refinancing the Property (the "Loan"); and, (ii) unsecured trade debt not to exceed 2% of the Loan amount in the aggregate, which is not evidenced by a note and is incurred in the ordinary course of its business in connection with owning, operating and maintaining the Property and is paid within 30 days from the date incurred.

3.1.2 Title to Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member or Manager shall have any ownership interest in any Company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

3.1.3 Separateness Provisions. So long as the Loan is outstanding, unless the Lender shall have given its prior written consent for the Company to do otherwise, the Company shall:

1. correct any known misunderstanding regarding the separate identity of the Company;
2. maintain its accounts, books and records separate from any other person or entity;

3. maintain its books, records, resolutions and agreements as official records;
4. hold its assets in its own name and not commingle its funds or assets with those of any other entity;
5. conduct its business in its own name;
6. maintain its accounting records and other entity documents separate from any other person or entity;
7. prepare separate tax returns (if any are required) and financial statements, or if part of a consolidated group, be shown as a separate member of such group;
8. pay its own liabilities and expenses out of its own funds and assets;
9. hold regular meetings, as appropriate, to conduct its business and observe all limited liability company formalities and record keeping;
10. not assume or guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
11. not acquire obligations or securities of its members;
12. allocate fairly and reasonably the costs associated with common employees and any overhead for shared office space and will use separate stationery, invoices and checks;
13. not pledge its assets for the benefit of any other person or entity;
14. hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other person or entity;
15. not make loans to any person or entity;
16. not identify its members, or any affiliates of its members, as a division or part of the Company;
17. not enter into or be a party to any transaction with its members, or any affiliates of its members, except in the ordinary course of its business pursuant to written agreements and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

18. pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
19. maintain adequate capital in light of its contemplated business operations; and
20. conduct its business and operations in strict compliance with the terms of these Articles of Organization and the Company's Operating Agreement.

ARTICLE V

The name and address of the managing member/memebers:

Daryl L. Stair, Managing Member
10440 Golden Eagle Court
Plantation, FL 33324

Carol C. Stair, Member
10440 Golden Eagle Court
Plantation, FL 33324

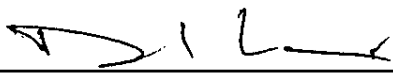
Stair's Management, Inc., Member
10440 Golden Eagle Court
Plantation, FL 33324

Searls Family, LLLP Member
8227 Cattail Drive
Longmont, CO 80503

Krantz Family LLLP, Member
8753 Crimson Clover Lane
Longmont, CO 80503

IN WITNESS WHEREOF, the managing member has executed this Amendment in the day and year set forth above.

**MEADOWBROOK MHP, LLC, a
Florida Limited Liability Company**

By: 
Daryl L. Stair, Managing Member