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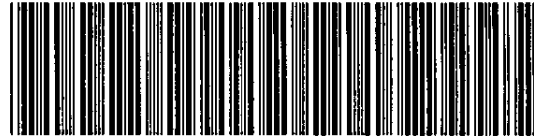
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**BECKER &
POLIAKOFF**

Mark D. Friedman, Esq.
Shareholder
Phone: (561) 820-2868 Fax: (561) 832-8987
mfriedman@bplegal.com

625 N. Flagler Drive, 7th Floor
West Palm Beach, Florida 33401

January 29, 2018

VIA REGULAR U.S. MAIL

CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
Department of State
P.O. Box 6327
Tallahassee, FL 32301

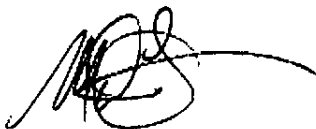
**RE: View Street Home Owners' Association, Inc.
Document No. N07636**

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of Articles of Amendment to the Articles of Incorporation of View Street Home Owners' Association, Inc., as well as a check in the amount of **\$35.00** to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,



Mark D. Friedman
For the Firm

MDF/ebd
Enclosures

2018 FEB 12 PM 12:31
RECEIVED
CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
DEPARTMENT OF STATE
TALLAHASSEE, FL 32301

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
VIEW STREET HOME OWNERS' ASSOCIATION, INC.

2018 FEB 12 PM 12:01

The undersigned officers of View Street Home Owners' Association, Inc. do hereby certify that the following amendments to the Articles of Incorporation of said corporation are a true and correct copy as amended, pursuant to Article Twelve thereof, by the membership at a duly called and noticed meeting of the members held December 14, 2017. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

SEE ATTACHED

WITNESS my signature hereto this 17th day of Jan, 2018, at Lantana, Palm Beach County, Florida.

VIEW STREET HOME OWNERS'
ASSOCIATION, INC.

Evelyn Hamilton
Witness EVELYN HAMILTON

BY: Annemarie Joyce (SEAL)
Annemarie Joyce President

Elizabeth A. Storms
Witness Elizabeth A. Storms

ATTEST: Harvey Millstein (SEAL)
Harvey Millstein Secretary

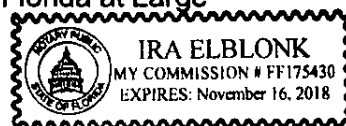
STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 17th day of JANUARY 2018, by ANNEMARIE JOYCE and HARVEY MILLSTEIN, as PRESIDENT and SECRETARY, respectively, of View Street Home Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Ira Elblonk (Signature)
IRA ELBLONK (Print Name)

Notary Public, State of Florida at Large

ACTIVE: 10480811_1



2018 FEB 12 PM 12: 21

AMENDMENTS TO THE
ARTICLES OF INCORPORATION OF
VIEW STREET HOME OWNERS' ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

Article One

The name of the Corporation is View Street Home Owners' Association, Inc.

Article Two

This corporation is ~~organized pursuant to the Corporations a~~ Not For Profit Law
~~of the State of Florida, set forth in Part One of Chapter 617~~ Corporation, pursuant to
Chapter 617, Florida Statutes and a cooperative pursuant to Chapter 720 719, Florida
Statutes.

Article Three

(a) The specific and primary purpose for which this corporation is organized is
for the educational, cultural, and social advancement of ~~Tenants~~ Shareholders of
~~Lantana Mobile Home Park View Street Homes, Lantana, Florida 33462.~~

(b) This corporation is organized and operated exclusively for pleasure,
educational, cultural, and other non-profit purposes, and no part of any net earnings
shall incur to the benefit of any member, director or officer.

(c) This corporation shall have and exercise all rights and powers conferred
upon corporations under the laws of the State of Florida, provided, however, that this
corporation is not empowered to engage in any activity that in itself is not in furtherance
of its purposes as set forth in subparagraphs (a) through (c) of this article.

(d) This corporation has the power to negotiate for, acquire, and operate the
mobile home park on behalf of the mobile home owners. ~~In the event of acquisition, the~~
~~corporation shall, by majority vote, dictate the type of ownership (i.e., condominium,~~
~~cooperative, etc.) and thereupon proceed to convert to said dictate forthwith. Upon~~
acquisition of the property, the corporation shall be the entity that creates a
~~condominium or offers condominium parcels for sale or lease in the ordinary course of~~
~~business or, if the homeowners choose a different form of ownership, the entity that~~
owns cooperative form of governance with the entity owning the record interest in the
property and that is responsible for the operation of the property.

(e) The corporation may contract, sue, or be sued with respect to the exercise
or nonexercise of its powers. For these purposes, the powers of the association

include, but are not limited to, the maintenance, management, and operation of the park property. The association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all home owners concerning matters of common interest, including, but not limited to, the common property; structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving the park property; and protests of ad valorem taxes on commonly used facilities. If the association has the authority to maintain a class action, the association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the association could bring a class action. Nothing herein limits any statutory or common law right of any individual home owner or class of home owners to bring any action which may otherwise be available. Each shareholder shall pay his or her own taxes on the Lot that he or she occupies under a Proprietary Lease.

(f) The powers and duties of the association include those set forth in this section and those set forth in the articles of incorporation and bylaws, and any recorded ~~declarations or~~ restrictions encumbering the park property, if not inconsistent with this chapter.

(g) The association has the power to make and collect assessments and to ~~lease~~, maintain, repair and replace the common areas upon purchase of the mobile home park. The association may charge late fees and interest to the greatest amount permitted by Florida law, as amended from time to time.

(h) The association shall maintain accounting records in the county where the property is located, according to good accounting practices. The records shall be open to inspection by association members or their authorized representatives at reasonable times and written summaries of such records shall be supplied at least annually to such members or their authorized representatives. Failure of the association to permit inspection of the association's accounting records by members or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly knowingly denies access to the books and records for inspection. The records shall include, but shall not be limited to:

(1) A record of all receipts and expenditures.

(2) An account for each member, designating the name and current mailing address for each member, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

(i) The association has the power to purchase lots in the park and to acquire and hold, lease, ~~mortgage~~, and convey them.

(j) The association shall use its best efforts to obtain and maintain adequate insurance to protect the association and the park property upon purchase of the mobile home park. The individual home owners are responsible for insuring their individual lots and home sites with insurance, including but not limited to liability and fire insurance. A copy of each policy of insurance in effect shall be made available for inspection by owners at reasonable times submitted to the Board of Directors on an annual basis.

(k) The association has the authority without the joinder of any home owners, to modify or move or create any easement for ingress and egress or for the purposes of utilities if the easement constitutes part of or crosses the park property upon purchase of the mobile home park. This subsection does not authorize the association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the members, or crossing the property of anyone other than the members, without their consent or approval as required by law or the instrument creating the easement. Nothing in this subsection affects the rights of ingress or egress of any member of the association.

Article Four

This Corporation shall have a perpetual existence unless sooner dissolved according to law.

Article Five

The names and residences of the subscribers to these Articles of Incorporation are as follows:

J. Robert Friend	23 View Street	Lantana, Florida 33462
Russell J. Cunningham	15 View Street	Lantana, Florida 33462
Elmore D. Butt	17 View Street	Lantana, Florida 33462
Reba L. Simkins	46 View Street	Lantana, Florida 33462
Irene M. Barrett	33 View Street	Lantana, Florida 33462

Article Six

Meetings of the Board of Directors shall be open to all members, and notice of the meetings shall be posted in a conspicuous place upon the park property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

~~There shall be five members of the initial Board of Directors of the corporation. The names and addresses of the persons who are to serve as Directors until the first election thereof are as follows:~~

J. Robert Friend	23 View Street	Lantana, Florida 33462
Russell J. Cunningham	15 View Street	Lantana, Florida 33462
Elmore D. Butt	17 View Street	Lantana, Florida 33462
Reba L. Simkins	46 View Street	Lantana, Florida 33462
Irene M. Barrett	33 View Street	Lantana, Florida 33462

Article Seven

The affairs of this Corporation are to be managed by a President, a Vice-President, a Secretary and a Treasurer. Such officers will be elected by the Board of Directors annually. ~~The names of the persons who are to serve as officers until the first annual election of officers under the Articles of Incorporation are as follows:~~

President	J. Robert Friend	23 View Street Lantana, Florida 33462
Vice President	Russell J. Cunningham	15 View Street Lantana, Florida 33462
Secretary	Elmore D. Butt	17 View Street Lantana, Florida 33462
Treasurer	Elmore D. Butt	17 View Street Lantana, Florida 33462
Director	Reba L. Simkins	46 View Street Lantana, Florida 33462
Director	Irene M. Barrett	33 View Street Lantana, Florida 33462

Article Eight

The corporation shall have members. The qualifications for membership in this corporation shall be as follows:

Shareholders ~~Home owners of Lantana Mobile Home Park Lantana, FL 33462 who have been~~ whose interests and concerns are the educational, cultural, and social advancement of home owners of Lantana Mobile Home Park, Lantana, FL 33462

~~Qualified persons may be admitted to membership in the corporation in the following manner:~~

screened and approved in the manner provided in Article Fifteen of these Articles of Incorporation. Selection by the admissions committee. Then the majority vote from the membership for final approval.

Article Nine

(a) Board of Directors. The powers of this corporation shall be executed, its properties controlled, and its affairs conducted by a board ~~of not less than five directors.~~ With the number of Directors and the manner of election being determined by the Bylaws, as amended from time to time. The number of directors herein provided for may be changed by a bylaw duly adopted by the members entitled to vote. Directors shall be elected annually by a majority vote of the membership.

(b) Elective Officers. The officers of this corporation shall be a President, Vice-President, Secretary and Treasurer. Other offices and officers may be established or appointed by ~~members~~ the Board of Directors of this corporation at any regular annual special meeting of the Board. The qualifications, the time and manner of electing or appointing, the duties of, the terms of office, and the manner of removing officers shall be as set forth in the bylaws.

Article Ten

(a) Location of the Registered Office: identification of Registered Office in the State of Florida is:

23 View Street
Lantana, Florida
U.S.A. 33462

(b) The name of this corporation's initial registered agent at the above address was is J. Robert Friend. The current registered agent is John Shields at the following address:

J. Robert Friend John Shields
5 View Street
Lantana, Florida 33462

~~The above agent or an officer appointed by the aforementioned agent shall be available between the hours of 9 A.M. and 11 o'clock each day.~~

Article Eleven

By-laws will be hereinafter adopted at the first meeting of the Board of Directors. Such by-laws may be amended or repealed in whole or in part in the manner provided

~~in the bylaws, by the directors in the manner provided herein. Any amendments to the by laws shall be binding on all members of this corporation.~~

Article Twelve

Amendments to these Articles of Incorporation may be proposed by a resolution adopted by the Board of Directors and presented to a quorum of members for their vote. Amendments may be proposed and adopted in the manner provided in the by-laws of the Corporation.

Article Thirteen

This Community is intended as housing for older persons. Accordingly, the members of the Corporation wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all Lots shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the Lot is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a lot as a guest, but no Lot may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Lot out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Lot without at least one occupant over the age of fifty-five (55). The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Corporation that they intend to hold the Lot out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Lot with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive, if the children were residing with the deceased Lot owner who was over fifty-five (55) years of age at the time of his or her death. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty percent (80%) as provided below or as required by applicable law.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, and all other transfers pursuant to this Proprietary Lease and for the

purpose of assuring that all of the occupied lots in this Community operated by the Corporation are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law.

Article Fourteen

(a) Indemnity. To the fullest extent permitted by Florida law:

(1) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.

(2) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.

(3) The foregoing indemnity shall include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

(b) Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

(c) Exclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

(d) Recovery of Expenses. Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

(e) Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

(f) Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

Article Fifteen

In order to insure the community of congenial residents and thus protect the value of the Homes, the sale and transfer of Lots by any Owner shall be subject to the following provisions:

(a) Transfers Subject To Approval. Any Shareholder wishing to sell or transfer their share must notify the Board of Directors of their intention in writing. Any transfer undertaken without prior written approval of the Board of Directors shall be void. All Shares and transfers of Lots must be on a cash basis only. Mortgages on Lots are not permitted. Upon transfer of shares and vacating the Lot, the Shareholder must remove the mobile home on the Lot or the cost of removal will be borne by the selling shareholder and the amounts required to remove and dispose of the abandoned mobile home will be deducted from the payment for his or her shares. Mobile homes on any Lot may not be titled in the name of any person other than the Shareholder who has the Proprietary Lease for the Lot. The following transfers shall be subject to prior written approval of the Board of Directors.

- (1) All sales of Lots except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Lot or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.
- (2) All transfers by gift.
- (3) All transfers by devise or inheritance.
- (4) Any other transfer of title to or possession of a Lot.
- (5) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Act.
- (6) No person or permitted entity (other than the Association) may own or have any ownership interest, directly or indirectly, jointly or individually, in more than one (1) Lot in the Community operated by the Association including, without limitation, individually, jointly or through his or her spouse, roommate, a "straw man", or otherwise or a corporate entity as a partner, officer, director, shareholder, trustee, beneficiary or employee of any partnership, corporation,

company, trust or any type of entity owning any ownership interest in or to a Lot. Such additional transfers shall be considered void.

(b) Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the Shareholder's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, the Letters of Administration issued to a deceased Owner's Personal Representative in the event of a transfer by devise, , and a copy of any other documentation pertaining to a proposed transfer and the proposed new owner and all intended occupants as the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Lot (which may, at the Board's sole discretion, be conducted in person or via real time videoconferencing, internet-enabled video-conferencing, or similar electronic or video communication), and such other and further information about the intended transferees or occupants as the Association may reasonably require. The Association will conduct background investigations and screen all prospective purchasers, and occupants of a Lot, with such screening being conducted by the Association or a third-party screening company hired by the Association. Such background investigations will include, but are not limited to criminal, financial, employment, previous housing, and credit background checks. No additional occupants, other than those submitted for screening at the time the notice to the Association is provided pursuant to this section, will be approved for residency at the Cooperative until the sales transaction has closed. All additional occupants subsequent to the initial approval must also be submitted to the screening process.

(c) Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section (b) above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

- (1) Approval. In the event the Association approves any transfer subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate or letter of approval, approving the transfer, executed by an authorized representative of the Association.
- (2) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section (b) hereof, provide the owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Lot on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from

the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Lot Owner does not agree with the appraisal, the Owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Lot Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Paragraph (1) of this Section (c).

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Lot. Good cause shall be defined to include the following:

- (i) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in these Articles; or
- (ii) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:
 - (a) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or
 - (b) a first or second degree felony involving illegal drugs within the past ten (10) years; or
 - (c) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;
 - (d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

- (iii) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;
- (iv) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;
- (v) For transfers by sale, the person seeking approval intends to purchase the Lot by obtaining a mortgage instead of paying cash; or
- (vi) The applicant takes possession of the Lot prior to approval by the Association as provided for herein; or
- (vii) The person seeking approval has a documented history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Cooperative or any other cooperative, condominium or homeowners association as a lessee, guest, owner or occupant of a Lot; or
- (viii) The applicant fails to comply with the requirements of Section (b) hereof; or
- (ix) The prospective transferees (or one of the prospective transferees, if there is more than one transferee) have:
 - (a) a history of financial problems or financial irresponsibility as demonstrated by:
 - (1) a bankruptcy, foreclosure or short sale within the seven (7) years prior to submitting the application to this Cooperative; and/or
 - (2) one or more of the prospective transferees have, either individually or combined, a history of six (6) or more instances on his or her (or their combined) credit report(s) when creditors advised the credit bureau, in the twelve (12) months prior to the submission of their application to the Association, that the account was paid (30) days or more past the due date established for that account.

(d) Compliance with Fair Housing Laws. There shall be no limitation upon sales, or occupancy of any Lot based upon race, sex, color, religion, national origin, disability, sexual orientation, age, marital status, or gender identity or expression, or any other protected classes which may be added by federal, state, or county governments from time to time. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Cooperative Documents, when necessary to afford handicapped or disabled individuals the opportunity to enjoy the Cooperative premises, or to comply with other legal requirements.

(e) Sub-leasing of Lots by Shareholders is strictly prohibited.

(f) Mortgages on Lots or any portion thereof are prohibited. Any mortgagee providing such a mortgage does so with the understanding that the Association's lien for assessments and special assessments has a higher first position priority over such mortgage and that the foreclosure of the Association's interest will wipe out the mortgage.

(g) The Association may assess its members in order to pay the taxes on any delinquent parcel or to obtain a tax deed on a delinquent unit.

(h) The terms and conditions of the Proprietary Lease, as amended from time to time, are incorporated herein by reference.