

AMENDED AND RESTATED BYLAWS
OF
POINCIANA COMMUNITY GROUP, INC.

The POINCIANA COMMUNITY GROUP, INC. adopts these Amended and Restated Bylaws as the Bylaws of this corporation.

ARTICLE I

DEFINITIONS

1. "Unit" means a condominium unit or Lot in one of the Member Communities.
2. "Unit Owner" means "unit owner" is the record owner(s) of a Unit in one of the Member Communities.
3. "Articles" means the Articles of Incorporation for this Corporation.
4. "Board" means the Board of Directors of this Corporation.
5. "Bylaws" mean these Bylaws of this Corporation.
6. "Director" means a member of the Board of Directors of this corporation.
7. "Member" means a condominium association or homeowners association which is a member of this corporation. The Members are identified in Article IV of these Bylaws.

8. "Member Community" means a condominium and subdivision operated by a Member.
9. "Property" means the golf course facility, clubhouse facility, tennis courts pool and other real property owned by this Corporation. The Property is described on Exhibit "A" attached hereto.
10. "Dues" means the fees imposed by the Corporation against each Member.

ARTICLE II

PURPOSES AND POWERS

Section 1. Purposes. The purpose of the Corporation is to provide an incorporated entity for the accomplishment of the following:

1. To do all things necessary to operate, manage, maintain, repair and replace the Property and any other real and personal property owned by this Corporation or which becomes the responsibility of this Corporation.
2. For all such other purposes as are permissible under Florida law including, but not limited to, the provisions of Florida Statutes, Chapter 617.

Section 2. Powers. The Corporation shall have all such powers as are authorized or permitted under law, in addition to any of the powers set forth in the Articles or Bylaws, and for purposes of illustration. Such powers include but are not limited to the following:

1. The Corporation shall have all of the common law and statutory powers of a Florida not-for-profit corporation.

2. This Corporation shall have all of the powers reasonably necessary to implement the purposes of this Corporation such as:

A. To collect regular Dues from the Members to pay for the maintenance, repair and replacement and operation of the Property and any other real and personal property which is or becomes the responsibility of this Corporation and other expenses of the Corporation, and to use and expend the proceeds of the Dues and any other funds of the Corporation in the exercise of the purposes and powers of this Corporation. Any increase in the budget must be approved by a majority of the Directors present at a Board of Directors meeting where a quorum is attained.

B. To maintain, repair, replace and operate the Property and any other real and personal property which is or becomes the responsibility of this Corporation.

C. To employ personnel, retain managers, operators and independent contractors and professional personnel, to enter into service contracts and any other agreements deemed necessary by the Board to provide for the maintenance, repair, replacement and operation of the Property and any other real and personal property which is or becomes the responsibility of this Corporation, and to enter into any other agreements consistent with this Corporation's purposes.

D. To buy, own, operate and lease real and personal property as may be necessary or convenient in the administration of the Property.

E. To maintain, repair, replace, reconstruct, add to, and operate any other property acquired or leased by the Corporation.

F. To purchase insurance covering the Property and any other real and personal property which is or becomes the responsibility of this Corporation.

G. To purchase insurance for the protection of the Corporation, its officers, Directors, Committee Members, and Members, and such other persons or parties as the Corporation may determine in the best interest of the Corporation.

H. To make and amend rules and regulations regarding use of the Property and any other real and personal property which is or becomes the responsibility of this Corporation.

I. To enforce by legal means the provisions of the Articles, the Bylaws, and the rules and regulations of the Corporation.

J. To contract for the management of all or any parts of the Property, and other real and personal property which is or becomes the responsibility of this Corporation.

K. To employ personnel to perform the services required for property operation of the Property.

L. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Property.

M. To charge user fees, rental fees, individual golf member fees, or other fees for use of the Property and any other real and personal property which is or becomes the responsibility of this corporation.

N. To enter into any and all contracts to carry out the purposes of this Corporation.

O. To retain and hire professionals, including but not limited to, accountants and attorneys, as the need may arise, and as the interests of the Corporation warrant.

P. To lease all or any part of the Property and any other real and personal property which is or becomes the responsibility of this Corporation as the Board of Directors determines appropriate.

Q. To exercise any and all other lawful powers, including without limitation, those enumerated in the provisions of Chapter 617, Florida Statutes.

ARTICLE III

MEMBERS

The Members are the thirteen (13) condominium associations and homeowner associations which joined as Members after the Unit Owners and Boards of the respective Member committees voted for the condominium association or homeowners association to join the Corporation as a Member. The Members consist of the following:

1. Poinciana Place Condominium Association, Inc., a Florida not for profit corporation. This Member is commonly referred to as "Condo 1 and 2."

2. Poinciana Place Condominium Association III, Inc., a Florida not for profit corporation. This Member is commonly referred to as "Condo 3-A, B and C".

3. Poinciana Place Condominium Association IV, Inc., a Florida not for profit corporation. This Member is commonly referred to as "Condo 8 and 9".

4. Poinciana Place Condominium Association V, Inc., a Florida not for profit corporation. This Member is commonly referred to as the "Ambassador Condo".

5. Poinciana Place Condominium Association VI, Inc., a Florida not for profit corporation. This Member is commonly referred to as the "Barclay Condo".

6. Carlisle at Poinciana Condominium Association, Inc., a Florida not for profit corporation.

7. Dorchester at Poinciana Condominium Association, Inc., a Florida not for profit corporation.

8. Essex at Poinciana Condominium Association, Inc., a Florida not for profit corporation.

9. Gramercy at Poinciana Condominium Association, Inc., a Florida not for profit corporation.

10. Hamlet at Poinciana Condominium Association, Inc., a Florida not for profit corporation.

11. Poinciana Gardens Condominium Association, Inc., a Florida not for profit corporation. This Member is commonly referred to as "The Gardens."

12. Poinciana Place Patio Homes, Inc., a Florida not for profit corporation. This Member is commonly referred to as "the Patio homes".

13. Poinciana Place Town Homes, Inc., a Florida not for profit corporation. This Member is commonly referred to as "The Townhomes."

The foregoing thirteen (13) condominiums and homeowner associations are the "Members" and the foregoing thirteen (13) communities of the Members are the "Member Communities".

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board consisting of the number of Directors from each Member as follows:

1. Poinciana Place Condominium Association, Inc. (a/k/a as “Condo 1 & 2”): four (4) Directors.
2. Poinciana Place Condominium Association III, Inc. (a/k/a as Condo 3-A, B & C”): two (2) Directors.
3. Poinciana Place Condominium Association IV, Inc. (a/k/a as “Condo 8 and 9”): two Directors.
4. Poinciana Place Condominium Association V, Inc. (a/k/a as the “Ambassador Condo”): one (1) Director.
5. Poinciana Place Condominium Association VI, Inc. (a/k/a as the “Barclay Condo”): one (1) Director.
6. Carlisle at Poinciana Condominium Association, Inc., one (1) Director.
7. Dorchester at Poinciana Condominium Association, Inc., one (1) Director.
8. Essex at Poinciana Condominium Association, Inc., one (1) Director.
9. Gramercy at Poinciana Condominium Association, Inc.: one (1) director.
10. Hamlet at Poinciana Condominium Association, Inc. two (2) Directors.
11. Poinciana Gardens Condominium Association, Inc. (a/k/a “the Gardens”) one (1) Director.

12. Poinciana Place Patio Homes, Inc. (a/k/a "the Patio homes") one (1) Director.

13. Poinciana Place Town Homes, Inc. (a/k/a "the Town Homes"): one (1) Director.

Section 2. Election and Designation of Directors. The Unit Owners of each Member shall each year before the Corporation's annual meeting elect and designate the respective number of Director(s) for that Member. A Director must be an owner of a unit in the Member Community to be eligible to be a Director. Each Member's Board of Directors shall, by February 15 of each year, submit to the Corporation's Board a copy of a resolution from the Member's Board of Directors naming the designation of a Director.

Section 3. Compensation. No Director shall receive compensation for any service rendered to the Corporation. However, any Director may be reimbursed for actual expenses incurred as a Director.

Section 4. Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation delivered to the Secretary, President or Vice President. Unless otherwise specified in the resignation, such written resignation shall take effect upon such receipt by the Secretary, President or Vice President of the corporation. In addition, a Director may resign by verbally and openly announcing his or her resignation at a Board meeting of the Corporation.

Section 5. Director Absent from Meetings. If a Director is absent for more than three (3) consecutive regular meetings of the Corporation's Board, such Director shall be deemed to be removed as a Director. The only exception is if the Corporation's Board approves a valid excuse from the Director.

Section 6. Suspension of Voting Rights. The Corporation's Board shall have the right to suspend any Member's Director(s) voting rights and any other voting rights of that Member for any period in which any Dues of the Member shall remain unpaid for more than thirty (30) days after the due date for payment. Voting rights shall be restored only after full repayment by the Member of all arrears including any interest or late fees, and if the matter was referred to the Corporation's attorney for collection, full payment by the Member of any attorney's fees and costs incurred.

Section 7. Vacancies. When Board vacancies exist for any reason, the Member shall elect or appoint a successor to fill the vacancy.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board may be held at such place and hour as may be fixed by the Board. Board meetings shall be announced to Directors at a Board meeting. The corresponding secretary shall notify all Board Members at least ten (10) days prior to each meeting.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by request of the Directors from two (2) Members. Each Director shall be given not less than three (3) days notice by mail, telephone, or email, or in person.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be action of the Board.

Section 4. Voting and Attendance. If a director cannot attend, an Alternate may attend and vote and participate for the Member. It is the responsibility of the Member's Board of Directors, beforehand, to clearly notify the Corporation Board of the alternate.

Section 5. Authority of the Board. All purposes and powers of the Corporation are exercised by the Board of Directors without any requirement of a Member vote unless otherwise required by law.

ARTICLE VI

MEMBERSHIP

The Corporation shall have one (1) class of membership, designated as follows. To the extent any action of the Corporation would require a vote of the Members, such vote shall be by the voting members of the Corporation. The Director(s) of a Member constitute the voting members of the Member and any Member vote would be exercise solely by the voting members who

and any Member vote would be exercised solely by the voting members who are the Directors. The Unit Owners of a Member community have no right to vote.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Appointment and Enumeration of Officers. The Board shall elect officers at its February meeting. The required Officers of this Corporation shall be a President, a Vice President, a Secretary and a Treasurer. The Officers shall be Directors of the Corporation. The Board may create such other officers from time to time as the Board deems necessary including but not limited to a Second Vice President, Assistant Treasurer. All officers must be Directors.

Section 2. Term. The Officers shall serve until their replacement by the Board. The officers of this Association shall hold office until their successors are elected, unless such officer shall sooner resign, be removed, or otherwise be disqualified to serve. Terms shall be staggered.

Section 3. Resignation and Removal. Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the resignation, such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make the resignation effective.

Section 4. Vacancies. A vacancy in any office shall be filled by election by the Board. The officer elected to such vacancy shall serve for the remainder of the term of the replaced officer.

Section 5. Duties. The duties of the officers are as follows:

PRESIDENT: The President shall preside at all Board of Director meetings, sign all written instruments, co-sign all checks and promissory notes and perform such other duties as may be required by the Board.

VICE PRESIDENT: The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and perform such other duties as may be required by the Board. The Board may elect a Second Vice President in addition to the Vice President, who would perform the duties of the Vice President when the Vice President is absent.

SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep the corporate seal of the Corporation and affix it on all paper requiring said seal. And shall serve notice of the meetings of the Board, keep appropriate current records showing the members of the Corporations together with their addresses and perform other such duties as required by the Board.

TREASURER(S): The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by the Board; sign all checks and promissory notes of the Corporation; keep proper books of account; report the status of any collections and delinquencies to the Board; assist the Board in preparation of a budget; and perform such other duties as required by the Board. All checks from the Corporation must be signed by at least two (2) of the following

ARTICLE VIII

COMMITTEES

The Board may appoint an executive committee and such other committees as the Board deems appropriate. The Board shall have the authority, with cause, to remove committee members and appoint committee members as the Board determines appropriate.

The Executive Committee, if one is created, shall be comprised of the five (5) people who are the President, the Vice President, the Recording Secretary and the Corresponding Secretary, Treasurer, and two additional Directors who are not officers. All committees shall be chaired by a member of the Board.

ARTICLE IX

RECORDS

The Articles of Incorporation and the Bylaws of the Corporation shall be available for inspection by any Member at the principal office of the Corporation.

ARTICLE X

DUES

Section 1. Percentage for Each Member. Each Member shall be responsible to pay a share of all Dues based on a fraction. The numerator shall be the total number condominium units or homes in the Member Communities for that particular member, and the denominator shall be the total aggregate number of condominium units or homes for all Member Communities.

Section 2. Obligation to Pay. Each Member shall timely pay to the Corporation its share of regular and special Dues as determined by the Board. Collection of regular Dues shall be on a monthly basis. Regular Dues are those incorporated in the budget of the Corporation. There is no reduction based on individual Units within a Member Community failing to pay maintenance to that Member. Any Dues which are not paid when due shall be considered delinquent.

Section 3. Budget. The Board of Directors shall prepare a budget before the start of the Corporation's fiscal year. The Board may amend the budget if the Board determines an amendment is needed.

Section 4. Delinquency. If Dues are not paid within fifteen (15) days after the due date, the Board may impose a late fee. Further, interest will accrue at the statutory rate on Dues not paid within fifteen (15) days of the due date. If a Member fails to pay Dues when due, the Corporation may bring an action at law against the Member and recover the delinquent Dues, together with late fees, interest, costs and reasonable attorneys' fees insured by the Corporation in connection with collection.

In addition, if a Member fails to pay Dues when due, the Corporation, by action of the Executive Committee, may suspend use of the Property by the Unit Owners of the Member which is delinquent in payment of Dues. Upon payment in full including any late fees and interest by such delinquent Member, use of the facilities by the Unit Owners of that Member shall be restored.

ARTICLE XI

INDEMNIFICATION

Every Director and Officer of this Corporation (and the Directors and/or Officers as a group) and every committee member of the corporation shall be indemnified by this Corporation against all expenses and liabilities, including attorneys' fees (at all trial and appellate levels) reasonably incurred

or imposed upon him or her or them in connection with any proceeding or litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or Officer or committee member of this Corporation. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or Officer or committee member at the time such expenses are incurred. Notwithstanding the above, the indemnification provisions of these Bylaws shall not apply where a Director or officer or committee member admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer or committee member may otherwise be entitled to whether by statute or common law.

ARTICLE XII

AMENDMENTS TO BYLAWS

The Bylaws may thereafter be altered or amended as follows:

1. Amendments may be proposed by the President or any other officer, by a petition signed by a majority of the Directors of the Board filed with the Secretary of this Corporation.
2. Proposed amendments shall be considered at a meeting of the Board upon no less than fourteen (14) days prior written notice, mailed or delivered to each Director, which notice shall include the proposed

amendments and the time and place of said meeting. Approval by a majority (50% plus one) of the entire Board, shall be necessary to adopt any amendments to the Bylaws.

ARTICLE XIII

DISSOLUTION OF THE GROUP

This Corporation may be dissolved by agreement of ninety percent (90%) of all the Directors. In such situation, the Corporation shall follow the procedures in Chapter 617 for dissolution and winding up of its affairs. The property and assets of the Corporation shall be applied first to the payment of appropriate debts and obligations. The remainder, if any, shall be allocated to each Member Condo, in proportion to the Member's proportionate responsibility for Dues.

ARTICLE XIV

USE OF PROPERTY AND FACILITIES

The Unit Owners of a Member Community shall be authorized to use and enjoy the facilities of the Corporation subject to any rules and regulations and policies of the Corporation and any operator or tenant of the golf course, and subject to any user fees, rental fees, deposits, golf memberships or other fees. The following explanation further elaborates on the use of the facilities:

1. Golf course: use of the golf course is for persons who purchase memberships from the operator of golf course or pay user fees to the operator of the golf course.
2. Pool: as stated by signage and rules promulgated by the Board.
3. Tennis courts: as stated by signage and rules promulgated by the Board.
4. Clubhouse: as stated by signage and rules promulgated by the Board.
5. Exercise room: as stated by signage and rules promulgated by the Board.
6. Social hall: as stated by signage and rules promulgated by the Board.
7. Caterer: as stated by signage and rules promulgated by the Board.

The corporation endeavors to bring in entertainers and conduct events which are enjoyable to the Unit Owners. The Corporation may set ticket prices and other fees to pay for such events and entertainers.

IN WITNESS WHEREOF, the foregoing was adopted as the Bylaws of
POINCLANA COMMUNITY GROUP, INC.

POINCLANA COMMUNITY GROUP, INC.

By: James A. Rodine

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
POINCIANA COMMUNITY GROUP, INC.

THIS CERTIFICATE OF AMENDMENT TO THE BYLAWS OF POINCIANA COMMUNITY GROUP, INC. is made this 22 day of OCT., 2009 by POINCIANA COMMUNITY GROUP, INC.

WITNESSETH:

WHEREAS, Article IX of the Bylaws of POINCIANA COMMUNITY GROUP, INC. provides that the Bylaws may be amended by approval of not less fifty-one percent (51%) of the total votes of the Board of Directors.

NOW, THEREFORE, the President and Secretary of POINCIANA COMMUNITY GROUP, INC. hereby certify that:

1. The attached Amended and Restated Bylaws have been properly and duly approved and adopted at a Board of Directors Meeting of POINCIANA COMMUNITY GROUP, INC. conducted on MARCH 9, 2009, by not less fifty-one percent (51%) of the total votes of the Board of Directors; and

2. The attached Amended and Restated Bylaws have been properly and duly approved and adopted by the POINCIANA COMMUNITY GROUP, INC.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 22nd day of OCTOBER, 2009.

POINCIANA COMMUNITY GROUP, INC.

By: Louis A. Rodino
Louis A. Rodino, President

Attest:
Roz Monath
Roz Monath, Secretary

[Signature]
Witness
[Signature]
Printed Name
[Signature]
Witness
[Signature]
Printed Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of 2009, by Louis A. Rodino, as President and Roz Monath, as Secretary of POINCIANA COMMUNITY GROUP, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced FL / DL as identification.

[Signature]
NOTARY PUBLIC, State of Florida