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FLORIDA PROFIT/NON PROFIT CORPORATION
The Poinciana Marketplace Property Owners' Association, Inc.

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ARTICLES OF INCORPORATION OF THE POINCIANA MARKETPLACE
PROPERTY OWNERS' ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, desire to form this corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is The Poinciana Marketplace Property Owners' Association, Inc., hereinafter called the "Association."

ARTICLE II

OFFICE

The principal office of the Association is located at c/o Barclay Group, 2300 Curlew Road, Suite 100, Palm Harbor, Florida 34683.

ARTICLE III

REGISTERED AGENT

Daniel Vietto, whose address is 2300 Curlew Road, Suite 100, Palm Harbor, Florida 34683, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance of the Common Area within the Property described in Schedule 1 attached hereto and made a part hereof (the "Property"), and to promote the health, safety and welfare of the owners and occupants of and visitors to the Property, and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association consistent with the terms of the Declaration is empowered to:

a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the By-Laws and in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Poinciana Marketplace, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded in the Public Records of Osceola County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

b. Enforce the provisions of the Declaration in its name;

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c. Fix, levy, collect and enforce payment of by any lawful means, all charges or assessments pursuant to the terms of the Declaration; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d. Borrow money, and with the assent of a majority of each class of Members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property owned by the Association as security for money borrowed, debts incurred, or any of its other obligations;

e. Dedicate the Common Area and sell or transfer all or any part of any property owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument of dedication or transfer has been signed by a majority of the votes of each class of Members, with the formalities from time to time required for a deed under the laws of the State of Florida;

f. From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, consistent with the terms of the Declaration and these Articles;

g. Have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise, consistent with the terms of the Declaration and these Articles.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration or to assessment by the Association, shall be a Member of the Association ("Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. In the event of multiple Owners of a single Lot(s), such Owners shall designate by a separate writing, and Voting Certificate, one among them, or a person by Proxy, to cast the votes of their Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A So long as Class B membership exists, Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each five thousand square feet, or any part thereof, of real property owned (but excluding any Common Areas owned or anticipated to be owned by the Association, including but not limited to the Conservation Easement

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Tract, Lift Station Tract and the Stormwater Drainage Tract, all as defined in the Declaration). If more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine in accordance with Article V, but in no event shall more than the total number of votes allocated to the Lot be cast with respect to any Lot. Prior to any meeting at which a vote is to be taken, each co-Owner must file a Voting Certificate designating the name of the voting co-Owner or other person by Proxy with the Secretary of the Association.

Class B. The Class B Member shall be the Developer, and shall be entitled to ten votes for each five thousand square feet, or any part thereof, of real property owned (but excluding any Common Areas owned or anticipated to be owned by the Association, including but not limited to the Conservation Easement Tract, Lift Station Tract and the Stormwater Drainage Tract, all as defined in the Declaration). The Class B membership shall cease at the time provided in the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than three (3). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the members shall elect one Director for a term of three years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

NAME

ADDRESS

DANIEL VIETTO

c/o Barclay Group, 2300 Curlew Road
Suite 100, Palm Harbor, Florida 34683

DAVID S. COIA

c/o Barclay Group, 2300 Curlew Road
Suite 100, Palm Harbor, Florida 34683

MARTHA RICHEY

c/o Barclay Group, 2300 Curlew Road
Suite 100, Palm Harbor, Florida 34683

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

DAVID S. COIA

President

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DANIEL VILITTO

Vice President

MARTHA RICHEY

Secretary and Treasurer

ARTICLE IX

INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him which are made in good faith in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or Director of the Association ("Proceedings"). This indemnity shall not extend to those acts or failure to act which are determined to have been gross negligence, wanton or willful.

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

ARTICLE X

DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than seventy five (75%) percent of the votes of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

In the event the Association is dissolved, the property consisting of the Common Areas (as such term is used in the Declaration), including the detention and retention areas shall be conveyed

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to an appropriate agency of local government and if such agency does not accept the Common Area detention and retention areas, then the Common Area detention and retention areas shall be dedicated to a similar non-profit corporation for management.

ARTICLE XII

AMENDMENTS

Subject to any provisions in the Declaration which require the consent/approval of certain designated parties to any amendment to these Articles (which provisions in the Declaration shall control), amendment of these Articles shall require the assent by vote of a seventy five (75%) percent of the votes entitled to be cast by the entire membership. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast seventy-five percent (75%) of the votes entitled to be cast by the entire membership.

ARTICLE XIII

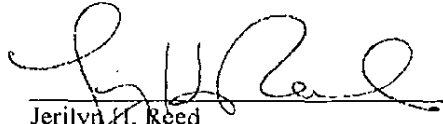
INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

ARTICLE XIV

SUBSCRIBERS

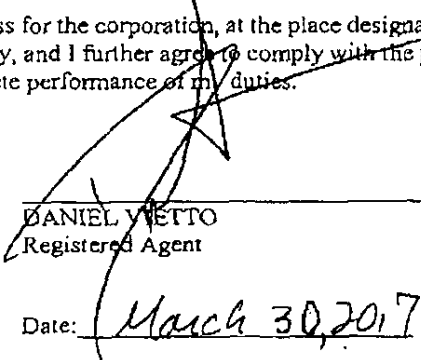
For the purpose of forming this corporation under the law of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation as of this 30th day of March, 2017.


Jerilyn H. Reed
Incorporator

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Having been named to accept Service of Process for the corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



DANIEL VIETTO
Registered Agent

Date: March 30, 2017

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Schedule 1

Property

All of the property subject to the Plat of SHOPPES AT POINCIANA, recorded in Plat Book 25, Pages 69 and 70, of the Public Records of Osceola County, Florida.

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