EXHIBIT C TO DECLARATION

ARTICLES OF INCORPORATION OF

VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

of

VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE I.
NAME AND PRINCIPAL OFFICE OF CORPORATION

The name of his corporation shall be VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC. (the "**Association**"). The corporation's principal office shall be located at 300 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746, or at such other place as may be designated by the Board of Directors in accordance with the Bylaws.

ARTICLE II.
GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Via Lago at Hanging Moss, a Condominium (the "**Condominium**"), located in Orange County, Florida (the **"County"**), and to perform all acts provided in the Declaration of Condominium of said Condominium (the "**Declaration**") and the Condominium Act (all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Declaration).

ARTICLE III.
POWERS AND DUTIES

A. The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in Chapter 718, Florida Statutes (the **"Condominium Act"**), the Declaration, these Articles and the Bylaw. In the event of conflict among the powers and duties of the Association or the terms and provisions of the Declaration, exhibits attached thereto or otherwise, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Except for those rights, privileges and powers reserved to the Developer as provided in the Declaration, the

Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Condominium Act.

B. Surface Water or Stormwater Management System. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-095-27956-4SJRWMD requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the surface water or stormwater management system. The Association shall levy and collect adequate Assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV.
MEMBERS

All persons owning a vested present interest in the fee title to any of the Units of the Condominium as evidenced by a duly recorded proper instrument in the Public Records of the County, shall be "Members" of the Association. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title in a Unit terminates, except that upon termination of the entire Condominium, the membership shall consist of those who were Members at the time of the vote to terminate the Condominium as provided in said Declaration. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise such Owner's membership rights. The share of a Member in the funds of the and assets of the Association cannot be assigned, hypothecated, pledged, encumbered or transferred in any manner except as an appurtenance to the Unit for which that share is held.

After the conveyance of a Unit, the change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of the Association of a certified copy of a deed or other instrument of conveyance.

ARTICLE V.
VOTING INTEREST

Each Unit shall be entitled to one vote per each Unit in all Association matters subject to a vote of the Unit Owners ("Voting Interest"). In the event of a joint ownership of a Unit, the Voting Interest to which that Unit is entitled shall be exercised by one of such joint owners by the remainder of the joint Owners filing a Voting Certificate with the secretary of the Association, as more particularly provided in the Bylaws.

ARTICLE VI.
INCOME DISTRIBUTION

No part of the income of the Association shall be distributed to its Members, except as compensation for services rendered.

ARTICLE VII.
EXISTENCE

The Association shall commence existence upon the filing of these Articles and shall exist perpetually unless the Condominium is terminated as provided in the Declaration or according to applicable law. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System (as defined in the Declaration) must be transferred to and accepted by an entity which would comply with Section 40C 42.027, Florida Administrative Code, and be approved in writing by the St. Johns River Water Management District, or its successor, prior to such termination, dissolution or liquidation.

ARTICLE VIII.
REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent of the Association shall be Coldwell Banker Commercial NRT whose address is 901 N. Lake Destiny Dr. Maitland, FL 32751.

ARTICLE IX.
NUMBER OF DIRECTORS

Until the first annual meeting of Members after the Turnover Date (defined below), the affairs of the Association shall be governed by a Board of three (3) directors. Beginning with the first annual meeting after the Turnover Date, the affairs of the Association shall be governed by a Board of no less than five (5) directors, nor more than nine (9) directors, as determined from time to time upon majority vote of the membership, but in no event shall their be an even number of directors. The nomination, election and appointment of Directors and the filling of vacancies shall be has provided in the Bylaws.

ARTICLE X.
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

NAME	OFFICE	ADDRESS
Katherine H. Anderson	President./Director	300 Colonial Center Parkway, Suite 200 Lake Mary, Florida 32746

Sylvia McCook	Vice Pres./Sec./Director.	300 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746
Colleen Maguire	Treas./Director	300 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746

ARTICLE XI.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. **Indemnity**. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **Expenses**. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in **ARTICLE XI. A.** above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. **Advances**. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suti or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this **ARTICLE XI**.

D. **Miscellaneous**. The indemnification provided by this **ARTICLE XI** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. **Insurance**. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. **Amendment**. Anything to the contrary herein notwithstanding, the provisions of this **ARTICLE XI** may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII.
RIGHTS OF DEVELOPER

Notwithstanding anything contained in these Articles of Incorporation or the Bylaws, the Developer of the Condominium, shall have full right and authority to manage the affairs of, and the exclusive right to elect the directors of, the Association (who need not be Owners) until the following shall occur:

A. When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are conveyed to Owners other than Developer, such Owners (other that Developer) shall be entitled to elect not less than one-third (1/3) of the Board of Directors.

B. Owners other than Developer will be allowed to elect a majority of the Members of the Board of Directors and control the Association at whichever of the following times shall first occur (the "**Turnover Date**").

1. Three (3) years after Developer has sold fifty (50%) percent of the Units that will be ultimately operated by the Association;

2. Three (3) months after Developer has sold ninety (90%) percent of the Units that will be ultimately operated by the Association;

3. When all of the Units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business.

4. When Developer has sold some of the Units and none of the other Units are held by the Developer for sale in the ordinary course of business; or

5. Seven (7) years after recordation of the Declaration.

C. Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds at least five percent (5%) of the Units in the Condominium for sale in the ordinary course of business. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as Unit Owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

D. On the Turnover Date, the Association shall execute in favor of the Developer a receipt and acknowledgment of all items delivered to the Association by the Developer and a commitment to maintain and operate all systems and equipment within the Condominium Property in accordance with the operating manuals and warranties therefor.

ARTICLE XIII.
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIV.
INCORPORATOR

The names and street addresses of the Incorporator of the Association is as follows:

Name	Address
Keith R. Waters	369 N. New York Avenue, Third Floor, Winter Park, Florida 32789

ARTICLE XV.
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all Voting Interests of all Members of the Association and all rights conferred upon the Members herein are granted subject to this reservation; provided, however, that, to the extent lawful, the Developer of the Condominium may amend these Articles consistent with the provisions of the Declaration, including those provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto affixed his/her signature this 15th day of Oct, 2007.

Incorporator's Signature
Keith R. Waters

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of October, 2007, by Keith R. Waters, who is personally known to me.

(Print Name of Notary Public)
Notary Public – State of Florida
My Commission Expires:_____
Commission Number:_____

(NOTARIAL SEAL)

RACHEL GUZMAN
Notary Public - State of Florida
My Comm. Expires Nov 9, 2008
Commission # DD 370827

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

Coldwell Banker Commercial NRT

By: _____
Signature _____
Printed Name: _____
Title: _____