

ARTICLES OF INCORPORATION

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MOSS PLACE HOMEOWNERS' ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a Corporation, not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME AND LOCATION. The name of the corporation is MOSS PLACE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 207 North Moss Road, Suite 105, Winter Springs, Florida 32708, but meetings of members and directors may be held at such places within the State of Florida, County of Seminole as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to MOSS PLACE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Assessment" shall mean a share of the funds required for the payment of the common elements and other expenses incurred as defined herein and such assessments shall be borne by the unit owner.

Section 3. "ARC" shall mean the Architectural Review Committee appointed in accordance with Article VI, whose duties shall be set forth in Article VI.

Section 4. "Common Area" shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Members of the Association, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, by the dedication on a plat or plats of the property or otherwise. The Common Area shall be identified by tract on the plat or the Property, and shall be subject to this Declaration and the dedication set forth on the plat. Common Area shall include all roadways and sidewalks within the subdivision and all Common Areas designated as such on the plat of the subdivision. All Common Areas are to be maintained by the Association and devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent authorized by the Board of Directors of the Association.

Section 5. "Common Expenses" shall include: (a) expenses of administration and management of the Association's common area property; (b) expenses of maintenance, operation, repair or replacement of common area elements, and of the portions of units to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) any valid charge against the Association as a whole; and (e) reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association.

Section 6. "Common Surplus" means the amount by which the receipts of the Association including, but not limited to, assessments, rents, profits and revenues received on account of common elements, exceed the amount of common expenses. Provided, however, in the event that the Association contracts with a separate management corporation for management of the Association's common area and portion of the units, for which the Association is responsible, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, shall not be considered as part of the common surplus.

Section 7. "Declarant or Developer" shall mean and refer to WYMAN FIELDS FOUNDATION, INC., its successors and assigns. All rights, powers and privileges granted to the Declarant by this Declaration or by the Articles of Incorporation and By-Laws of the Association shall be exercised by the Declarant in such manner as it may determine.

Section 8. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed or reconstructed on a Lot and intended for use and occupancy as a single family residence susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units.

Section 9. "Institutional Mortgage of Institutional First Mortgage" shall include, but not be limited to a mortgage held by a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government and the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority of the Veterans Administration. When an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

Section 10. "Lease" shall mean the grant, either oral or in writing, by a unit owner of a temporary right of use of said owner's unit for a valuable consideration.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties; provided, however, that there shall be excluded from the definition of Lot, the Common Area, Dedicated Areas and/or streets.

Section 12. "Member" shall mean and refer to any Owner of a lot who is a member of the Association.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III

Purpose. The purpose for which the Association is organized is to provide an entity for the operation and maintenance of common areas, streets and street lights, exterior maintenance of buildings and to provide assessments for common property maintenance.

ARTICLE IV

Powers. The powers of the Association shall be governed by the following provisions:

The Association will have the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles including but not limited to the following:

- A. To own and convey property.
- B. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Association.
- C. To use the proceeds of the assessments in the exercising of powers and duties.
- D. The maintenance, repair, replacement and operation of the common area property including easements and the maintenance, repair, replacement of the exterior of the buildings.
- E. The purchase of insurance for the common area property and insurance for the protection of the Association and its members and properties it is responsible for maintaining.

F. The reconstruction of improvements after casualty and the further improvements of the common areas property and property for which the association is responsible.

G. To make and amend reasonable regulations respecting the use of the common area property.

H. To enforce by legal means the provisions of these Articles, the By-Laws of the Association, the Restrictions and regulations for use of the common area property.

I. To contract for the management of the Association and to delegate to such manager all such powers and duties of the Association that are necessary in the opinion of the Directors of the Association for the manager to effectively manage same.

J. To employ personnel to perform the services required for the proper operation of the common area property and the exterior of the buildings.

K. To acquire and enter into agreements, when approved by the membership, whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of MOSS COVE intended to provide for the enjoyment, recreation or other use for benefit of the members.

L. To insure all properties managed and maintained by the Association including party walls and the outer structure of the buildings if so determined by the Board of Directors.

All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the members.

Powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Restrictions and the By-Laws.

ARTICLE V

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the first Thursday in January of each year and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of the members who are entitled to vote thirty-three (33%) percent of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty-three and one-third percent (33 1/3%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or the Declaration, or the By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting of members, the members shall elect one director for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association at a meeting duly called for said purpose in which a quorum is present. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No directors shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

The names and addresses for the first Board of Directors who shall hold office until their successors are elected and qualified or until removed are as follows:

CANDACE BIRLE
207 North Moss Road
Suite 105
Winter Springs, FL 32708

KATHY PHILLIPS
207 North Moss Road
Suite 105
Winter Springs, FL 32708

CHARLES C. CARRINGTON
1126 East S.R. 434
Winter Springs, FL 32708

BETTY HIGAR
104 Kristi Ann Court
Winter Springs, FL 32708

WENDI WARD
302 MorningStar Rd
Lake Mary, FL 32746

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

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 regarded as the act of the Board.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Directors shall have all of the powers and duties of the Association existing under the Chapter 617, Florida Statutes, as it now exists or may be amended or renumbered, Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and these By-Laws, and those approved by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but not be limited to, the following:

(a) Assess. To make and collect assessments against members to defray the costs and expenses of the common areas and properties which the Association is responsible.

(b) Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

(c) Maintain. To maintain, repair, replace and operate the common areas and properties to which the Association is responsible.

(d) Insure. To purchase insurance for the common areas and properties for which the Association is responsible and insurance for the protection of the Association and its members as unit owners, as well as liability insurance for the protection of the Directors of the Association.

(e) Reconstruct. To reconstruct improvements after casualty and further improve the common areas and properties for which the Association is responsible.

(f) Regulate. Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(g) Approve. To approve or disapprove of the transfer, lease, sale, mortgage and ownership of units in the manner provided by the Declaration of Covenants, Conditions and Restrictions. No fee shall be charged in connection with a transfer, lease, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge will be made in connection with an extension or renewal of a lease.

(h) Management Contract. To contract for the management and maintenance of the common areas and properties for which the Association is responsible and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Chapter 617, Florida Statutes, as it now exists or may be amended and renumbered, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(i) Payments of Liens. To pay taxes and assessments which are liens against any part of the common area other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

(j) Enforce. To enforce by legal means provisions of the Chapter 617, Florida Statutes, as it now exists or as it may be amended or renumbered, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the By-Laws, and the regulations for the use of the property in the common area.

(k) Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual units.

(l) Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(m) Bank. To maintain bank accounts on behalf of the Association.

(n) Fines. Levying fines against unit owners for violations of the rules and regulations established by the Association to govern the unit in the subdivision property.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, assistant secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of President and Secretary may not be held by the same person. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the members from time to time, as he may, in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and members' meetings.

Vice-President

(b) The vice-president shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Secretary and Assistant Secretary

(c) The secretary shall keep the minutes of all proceeding of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform duties of the Secretary may be fulfilled by a manager employed by the Association.

Treasurer

(e) The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

CANDACE BIRLE 207 North Moss Road, Suite 105 Winter Springs, FL 32708	President
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BETTY HIGAR 104 Kristi Ann Court Winter Springs, FL 32708	Vice-President
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KATHY PHILLIPS 207 North Moss Road, Suite 105 Winter Springs, FL 32708	Treasurer
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CHARLES C. CARRINGTON 1126 East S.R. 434 Winter Springs, FL 32708	Secretary
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WENDI WARD 302 Morning Glory Rd Lake Mary, FL 32746	Asst Secretary
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ARTICLE XI

Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with proceeding or settlement, or any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association whether or not he is a Director or officer at the time such expenses are incurred except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement is being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII

By-Laws. The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a majority of a quorum of members present in person or by proxy.

ARTICLE XIII

Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner. Notice of the subject matter of the proposed amendment shall be included in a notice of any meeting at which a proposed amendment is considered.

A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than three members of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the membership of the Association.

A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Osceola County, Florida.

ARTICLE XIV

Term. The term of the Association shall be perpetual.

ARTICLE XV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XVI

ASSESSMENTS

Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before December 1st, preceding the year for which the Assessments are made. Such Assessments shall be due on January 1 of the Assessment year but at the discretion of the Board of Directors may be payable in twelve (12) equal monthly installments, one (1) of which shall come due on the 1st day of each month of the year for which the Assessments are made. In any event, Assessments shall be payable not less frequently than quarterly.

Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If an annual Assessment, is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the calendar year for which the amended Assessment is made shall be due on the first day of the month next succeeding the month in which such amended Assessment is made or as otherwise provided by the Board of Directors. The first Assessment shall be determined by the Board of Directors of the Association.

ARTICLE XVII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "MOSS PLACE HOMEOWNERS' ASSOCIATION, INC.", and "Corporation not for profit."

ARTICLE XVIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIX

Subscribers. The names and addresses of the subscribers of these Articles of Incorporation area as follows:

CANDACE BIRLE	207 North Moss Road, Suite 105 Winter Springs, FL 32708
BETTY HIGAR	104 Kristi Ann Court Winter Springs, FL 32708
CHARLES CARRINGTON	1126 East S.R. 434 Winter Springs, FL 32708
KATHY PHILLIPS	207 North Moss Road, Suite 105 Winter Springs, FL 32708
WENDI WARD	302 MorningStar Rd Lake Mary, FL 32746

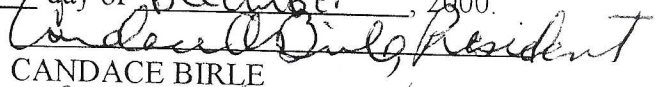
ARTICLE XX

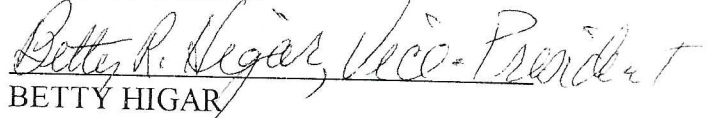
Resident Agent. The name and office of the Resident Agent upon whom service of the Association may be affected is:

GARY E. MASSEY
100 West Citrus Street
Altamonte Springs, FL 32714-2502

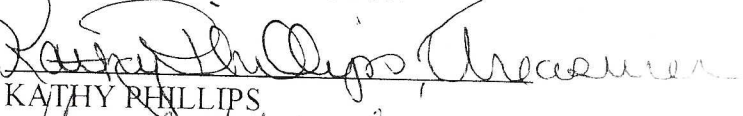
The above-named Resident Agent joins in execution of these Articles to evidence his acceptance of his designation as Resident Agent and his agreement to comply with Florida Statutes governing corporate resident agents.

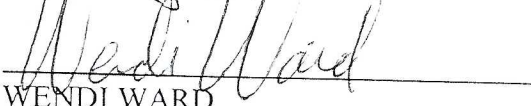
IN WITNESS WHEREOF, the subscribers to these Articles of Incorporation have fixed their hands and seals this 18th day of December, 2000.


CANDACE BIRLE


BETTY HIGAR


CHARLES C. CARRINGTON


KATHY PHILLIPS


WENDI WARD

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared CANDACE BIRLE to me known to be the person(s) described in and who executed the foregoing instrument for the purposes therein expressed.

18th WITNESS my hand and official seal in the County and State last aforesaid this day of December, 2000.



Kathy E. Phillips
Notary Public (Kathy E Phillips)

My Commission Expires: 4/19/03

Personally Known: _____ or
Type of Identification Produced:

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared BETTY HIGAR to me known to be the person(s) described in and who executed the foregoing instrument for the purposes therein expressed.

18th WITNESS my hand and official seal in the County and State last aforesaid this day of December, 2000.



Kathy E. Phillips
Notary Public (Kathy E Phillips)

My Commission Expires: 4/19/03

Personally Known: _____ or
Type of Identification Produced:

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared CHARLES C. CARRINGTON to me known to be the person(s) described in and who executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of January, 2000.



Candace A. Birle
Notary Public. (CANDACE A. BIRLE)

My Commission Expires: April 19, 2003

Personally Known: _____ or
Type of Identification Produced:

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared KATHY PHILLIPS to me known to be the person(s) described in and who executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of December, 2000.



Candace A. Birle
Notary Public. (CANDACE A. BIRLE)

My Commission Expires: April 19, 2003

Personally Known: _____ or
Type of Identification Produced:
NA

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared WENDI WARD to me known to be the person(s) described in and who executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of December, 2000.



Candace A. Birlle
Commission # CG 828133
Expires Apr. 19, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Candace A. Birlle
Notary Public. (CANDACE A. BIRLLE)

My Commission Expires: April 19th, 2003

Personally Known _____ or
Type of Identification Produced:
NA

ACCEPTANCE BY RESIDENT AGENT

I, GARY E. MASSEY, hereby accept as resident agent, for MOSS PLACE HOMEOWNERS' ASSOCIATION, INC. this 24th day of April, 2000.

Gary E. Massey
GARY E. MASSEY