

EXHIBIT N

ARTICLES OF INCORPORATION

OF

SHEOAH HIGHLANDS TEN, INC.

A Corporation Not for Profit

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the Corporation shall be Sheoah Highlands Inc., which Corporation shall herein be referred to as the "Association".

ARTICLE II

PURPOSE

The purpose for which the Corporation is organized is for operating and managing Condominium apartment buildings and grounds for the use and benefit of the owners of the Condominium apartment units.

Said Condominium shall be constructed on the lands in Seminole County, Florida, as the same are described in the Declaration of Condominium for Sheoah, a Condominium, Section . The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

A. The powers of the Association shall be, in addition to the general powers afforded in a Corporation not for profit under the statutory laws of the State of Florida, and all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

1. To operate and manage a Condominium apartment building and the lands on which it is situated and the recreational lands, if any adjoining the building, for the use and benefit of the individual owners of the Condominium apartment units.

2. To carry out all of the powers and duties vested in the Association pursuant to the Declaration of Condominium and the Rules and Regulations of the Association, which shall include:

(a) To make and collect assessments against members to defray the costs, expenses and losses of the Condominium.

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

(c) To maintain, repair, replace and operate the Condominium Property.

(d) To reconstruct improvements of the Condominium after casualty and to make further improvements to the property.

(e) To make and amend regulations respecting the use of the property in the Condominium.

(f) To approve or disapprove the transfer, mortgage and ownership of Units as provided by the Declaration of Condominium and by the By-Laws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, Condominium Documents, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the Condominium.

(h) To contract for the management of the condominium solely or together with unified management for other Condominium Associations, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or members of the Association.

(i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as unit owners.

3. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to, or conferred upon, non-profit corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled, "Florida Corporations Not For Profit" now or hereafter in force and to do any and all the things necessary to carry out its purpose.

4. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium apartment buildings under the provisions of Chapter 711, Florida Statutes, 1971, as amended, now or hereafter in force.

5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, compensation must be approved in advance by the Board of Directors. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents or attorneys for services rendered to the Corporation.

6. All funds, and the titles to all properties acquired by this Association, and the proceeds thereof, shall be held in trust for the owners of the Condominium Units in accordance with the provisions of the Declaration of Condominium and its supporting documents.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium together with its supporting documents which govern the use of the owned and leased lands to be operated and administered by this Association.

8. In addition to all of the powers above granted the Association shall have the power to enter into a lease for the use of adjoining real estate for recreational purposes for the use and benefit of the owners of individual units in the apartment building to be operated by this Association, and to assess the owners of units as Common Expenses, the obligations of the Association incurred under any lease which may include the payment of taxes and assessments, insurance premiums, utilities, maintenance and repairs, costs of operation and any other levy as provided for in any Lease to which the Association may become party. In addition, the Association has the power to pay to the Owners of the leased property or their assigns, any rentals called for in any lease to which the Association is a party.

ARTICLE IV

MEMBERSHIP

The qualifications of members, the manner of their administration and voting by members shall be as follows:

A. This corporation shall be organized without any capital stock.

B. All owners of Condominium Units in Sheoah, a Condominium, Section Nine, shall be members of the Association and no other persons or other entities shall be entitled to membership provided, however, until such time as the Declaration of Condominium for Sheoah, a Condominium, Section Nine, has been placed on record with the Clerk of the Circuit Court, the owner of the land upon which the Condominium is being erected and Subscribers hereto and shall be members of the Association and entitled to one vote each until such time as the Declaration of Condominium has been recorded, after which time, unless they are owners of Condominium Units, their membership shall cease.

C. Other persons shall become members of the Association by the recording in the Public Records of Seminole County, Florida, a Deed establishing a change of record title to a Condominium Unit and the delivery to the Association of a certified copy of such Deed; the new owner(s) designated by such instrument thereby becoming a member of the Association, and the membership of the prior owner(s) shall at that time be terminated.

D. The interest of any member in any part of the real property or in the funds and assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the Condominium Unit.

E. Each member of the Association shall be entitled to one vote and such vote shall be cast by the owner of each unit in such manner as will be provided in the Declaration of Condominium and in the By-Laws adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to cast as many votes as he owns Condominium Units in the manner provided herein and in said By-Laws.

ARTICLE V

CORPORATE EXISTENCE

This Association shall continue to exist so long as the Condominium known as Sheoah, a Condominium, Section Nine, shall be in existence.

ARTICLE VI

DIRECTORS

A. The business of this Association shall be conducted by a Board of Directors of not less than three nor more than nine Directors as shall be determined by the By-Laws, and in the absence of such determination, shall consist of five Directors.

B. The election of Directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the Association.

C. The first election of the directors shall not be held until after Development Enterprises, Incorporated has closed the sales of all units in the Condominium known as Sheoah, a Condominium, Section Nine, plus forty eight (48) months thereafter, or until Development Enterprises, Incorporated elects to terminate control of said Condominium, whichever occurs first. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled pursuant to the By-Laws.

ARTICLE VII

OFFICERS, DIRECTORS AND SUBSCRIBERS

The names and post office addresses of the first Board of Directors and the Officers and Subscribers of the Association who shall hold office until their successors are elected and qualified are as follows:

<u>NAMES</u>	<u>POST OFFICE ADDRESSES</u>
Bruce Devlin President, Director	500 Deer Run Miami Springs, Florida
Roert Von Hagge Vice President, Director	500 Deer Run Miami Springs, Florida
Warren E. Williams, Vice Pres., Secr., Treas., Subscriber	111 Kings Way Winter Park, Florida
William E. Bernstein, Secy., Director, Asst. Treas.	370 Main Street, Suite 1150 Worcester, Massachusetts
Marilyn B. Williams Subscriber	111 Kings Way Winter Park, Florida
Annette M. Donoho, Assistant Secretary, Subscriber	5573 North Semoran Blvd, #710 Winter Park, Florida

ARTICLE VIIIBY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE IXAMENDMENTS TO ARTICLES OF INCORPORATION

A. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purposes, provided, however, that no amendment shall take effect unless approved by eighty percent (80%) of the members of the Board of Directors and by members representing over fifty percent (50%) of the votes in the Condominium as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered, as provided in the By-Laws, and the amendment shall be effective from the date of recordation with the Clerk of the Circuit Court in Seminole County, Florida.

B. No amendment to the Articles of Incorporation shall be valid without the written consent of ninety five percent (95%) of the members and as provided in the Declaration of Condominium of Sheoah, a Condominium, Section One, as to any of the following:

1. No amendment may be made which in any way changes the percentage of ownership owned by any member of a Condominium Unit in the general Common Property or Limited Common Property of the Condominium, or

2. Which in any way modifies the vote which may be cast by any member, or

3. Which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the Limited Common Property or the General Common Property of the Condominium.

4. Notwithstanding anything contained herein to the contrary, as long as the owner-developer has the power to elect a majority of the Board of Directors, no amendment shall be effective without its written approval. Members not present at a meeting considering an amendment may express their written approval in writing within ten (10) days after such meeting.

ARTICLE XASSESSMENTS AND FUNDS

A. All assessments paid by the Owners of Condominium Units for the maintenance and operation of Sheoah, a Condominium, Section One, shall be utilized by the Association to pay for the cost of said maintenance and operation, as set forth in the Declaration and By-Laws, including but not limited to Cable TV, Pest Control, and other services provided for the benefit of the Condominium Property.

The Association shall have no interest in any funds received by it through assessments from the owners of individual Condominium units except to the extent necessary to carry out the powers vested in it as agent for said members.

B. The Association shall make no distribution of income to its members, directors, or officers, and it shall be conducted as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

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 any proceeding or any settlement of 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 approves such settlement and reimbursement as being for the best interests 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

RESIDENT AGENT

The Resident Agent for the service of process shall be Warren E. Williams, 239 North New York Avenue, Winter Park, Florida 32789.

IN WITNESS WHEREOF, the subscribers, being the three undersigned persons named as incorporators, have hereunto affixed their signatures, this ____ day of _____, 197__.

WITNESSES:

_____	Warren E. Williams
_____	Marilyn B. Williams
_____	Annette M. Donoho

Warren E. Williams
Resident Agent

STATE OF FLORIDA)
COUNTY OF ORANGE)

On this _____ day of _____, 197____, before me personally appeared the above named Warren E. Williams, Marilyn B. Williams, and Annette M. Donoho, who being duly sworn did depose and say that the foregoing instrument by them subscribed is true.

Notary Public

My Commission Expires:

TAYLOR & CARLS, P.A.
ATTORNEYS AND COUNSELORS AT LAW
1900 SUMMIT TOWER BOULEVARD
SUITE 800
ORLANDO, FLORIDA 32810-5920

HARRY W. CARLS
ROBERT L. TAYLOR

COLLEEN A. BRADEN
GENE S. BOGER

TELEPHONE: (407) 660-1040
FAX: (407) 660-9422

BRANCH OFFICE:
DAYTONA BEACH, FLORIDA
TELEPHONE: (904) 257-3203
FAX: (904) 257-3129

TOLL FREE NUMBER
OUTSIDE ORLANDO:
1-800-395-6235

December 22, 1997

BayTree, A Condominium, Section Ten, Inc.
c/o Ms. Margaret Anderson
PAINE-ANDERSON PROPERTIES
Post Office Box 195771
Winter Springs, Florida 32719-5771

Re: Amendment To Articles of Incorporation

Dear Ms. Anderson:

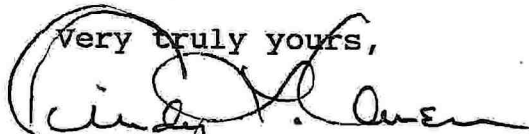
Please find enclosed herewith the Florida Department of State cover letter of December 18, 1997 and copy of the Amendment To Certificate Of Incorporation Of Sheoah Highlands changing the Association's name to BayTree, a condominium, Section Ten, Inc., dated March 15, 1976.

Please keep this information with the Association's documents until such time as they may be needed.

I have retained copies of the above in our files for future reference.

Should you have any questions, please do not hesitate to contact Colleen Braden of this office.

Very truly yours,



Cindy L. Owens
Legal Assistant to:
COLLEEN A. BRADEN

/c/o
Enclosure

bt\bt1001-1t2



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 18, 1997

CINDY L. OWENS
TAYLOR & CARLS, P.A.
1900 SUMMIT TOWER BOULEVARD, SUITE 800
ORLANDO, FL 32810-5920

Pursuant to your recent letter, we are enclosing photocopies as requested.

Should you have any questions regarding this matter you may contact our office at (850) 487-6047.

Shannon Thompson
Certification Section

Letter No. 097A00059500

Articles of Amendment of SHEOAH HIGHLANDS TEN, INC.,
a Florida corporation, changing its name to BAYTREE,
A CONDOMINIUM, SECTION TEN, INC., filed on the 22nd
day of March, 1976, as shown by the records of this
office.

26th

March

76.

EXHIBIT O

SITE B - CLUSTER J

26 Units

ESTIMATED ASSOCIATION EXPENSES

Management	\$ 936.00
Gardeners, Repairmen, including outside maintenance	3,000.00
Parking Lot Maintenance	300.00
Homeowner's Association	4,680.00
Insurance	3,000.00
Pest Control	400.00
Water Service	300.00
Electric	660.00
Telephone	210.00
Cable TV (one outlet)	1,544.40
Contingencies	1,000.00
Legal Fees	400.00
TOTAL	\$ 16,430.40

FIRST YEAR APPROXIMATE ASSESSMENTS ON A PER UNIT MONTHLY BASIS

UNITS: 1, 3, 5, 7, 9, 11, 13, 15	\$ 49.81
UNITS: 17, 19, 21, 23.	52.10
UNITS: 18, 20, 22, 24.	53.76
UNITS: 25, 27.	58.51
UNITS: 29, 31.	51.39
UNITS: 33, 35, 37, 39, 41, 43.	54.55

EXHIBIT "P", THE LEGAL
DESCRIPTION OF MOREE LOOP
ROAD, WILL BE INSERTED
PRIOR TO THE FIRST CLOSING.

EXHIBIT "P"

IN ORDER TO equitably assess the costs of maintaining Moree Loop, the persons needing access shall be granted a continuing easement and each of those Condominium Owners whose access to Sheoah Boulevard is through Moree Loop, shall be granted a deed to own a percentage ownership of Moree Loop. Each Condominium Owner shall own an undivided 1/156 of the Loop. As a restriction running with the land, the Condominium Owner's interest in Moree Loop may not be sold without the sale of the Condominium Unit nor can the right to the use be transferred in any way except in concert with the transfer of the Condominium Unit, provided, however, the Condominium Owner shall be required to deed the Condominium Owner's Title to the Condominium Developer for the sole purpose of increasing the number of persons who will be responsible for the maintenance and upkeep of the Loop. Each Condominium Owner recognizes and accepts the Condominium Developer's right to place additional accesses and also agrees to the allowance of ingress and egress using Moree Loop for the persons on the additional access. Unless a majority of the Condominium Owners decide otherwise, at the time additional accesses to Moree Loop are planned each Unit Owner shall execute a deed back to the Condominium Developer and subsequently, the Condominium Developer shall execute a deed back to the Condominium Owner, such deed giving an undivided interest in the Condominium Owner equal to one, divided by the number of units requiring access to Moree Loop for ingress and egress.

By the execution of the Warranty Deed from the Condominium Developer to the Condominium Owner, and as a condition to the sale of the condominium, the easement and other documents necessary to the free use of Moree Loop by the maintenance company, the Condominium Developer, its agents, assigns or affiliates, each of the

Condominium Owners hereby agrees, upon demand, to execute such documents. Additionally, by execution of the Warranty Deed, the Condominium Owner grants the Condominium Developer or the Board of Directors the right to grant all necessary easements.

EXHIBIT "P-1"

THIS INDENTURE, made this _____ day of _____, 19____, between DEVELOPMENT ENTERPRISES, INCORPORATED, its successors, assigns, or affiliates, a corporation organized and existing under the laws of the State of Florida, Party of the First Part, Grantor herein, and any and all persons, corporations, et. al, living contiguous to Moree Loop or providing services to such access or constructing additional structures, Parties of the Second Part.

WITNESSETH:

A. WHEREAS, Development Enterprises, Incorporated is the owner in fee of a tract of land in the County of Seminole and State of Florida, described as follows, hereinafter referred to as PROPERTY:

SEE ATTACHED LEGAL DESCRIPTION

B. WHEREAS, Grantor shall transfer in fee simple portions of property contiguous to the Property to various purchasers of units in the Shecoah Condominiums.

C. WHEREAS, each Unit Owner will be or is a part owner in fee of Moree Loop, each part owner shall be required to execute an easement at the time of purchase of a unit.

D. WHEREAS, Development Enterprises, Incorporated, its successors or assigns, will construct and will be constructing buildings contiguous to Moree Loop.

E. WHEREAS, the Parties of the Second Part are desirous of obtaining an easement to allow full use of Moree Loop as an access road.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder and all mutual covenants and conditions contained herein, Grantors do hereby grant and convey to Grantees, forever, or until the use thereof is abandoned by Grantees, the right, privilege and easement to ingress and egress to and upon the contiguous property for the purpose of exercising rights and privileges herein granted, such ingress and egress to be over the Property.

The Parties hereto agree as follows:

1. Grantee shall have the right to the use of the Property for ingress and egress, and to use such Property to allow the uninterrupted construction of the balance of the units contiguous to Moree Loop, including such rights and privileges necessary and convenient for the full use and enjoyment thereof, both for Grantees and any successor Grantees, and to allow the Grantor to construct without interruption the balance of the Sites contiguous to Moree Loop.

2. Grantor covenants that it has the right to convey this easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its Vice President and its official seal to be affixed, the day and year first above mentioned.

Signed, Sealed and
Delivered in the
Presence of:

DEVELOPMENT ENTERPRISES, INCORPORATED

By:

Vice President

Successor Grantee

Sworn to and subscribed
before me this _____ day
of _____, 19____.

NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES:

ATTACHED LEGAL DESCRIPTION

Moree Loop

A replat of part of Tract B, The Highlands Section 2, as recorded in Plat Book 17, Page 47, Public Records of Seminole County, Florida.

Being more particularly described as follows:

A 24.00 foot Right of Way being 12.00 feet right and 12.00 feet left of the following described Centerline:

Commence at the Northernmost corner of said Tract B, thence S41°30'00"W a distance of 503.23 feet to an intersection with the arc of a circular curve concaved Southwesterly, having a radius of 434.78 feet, thence Southeasterly, along the arc of said curve, through a central angle of 1°28'29", a distance of 11.19 feet to the Point of Beginning. Thence N41°30'00"E 365.70 feet to an intersection with the arc of a circular curve concaved Southerly, having a radius of 169.40 feet, thence Northeasterly, along the arc of said curve, through a central angle of 123°00'00", a distance of 363.66 feet to the Point of Tangency of said curve, thence S15°30'00"E 73.00 feet to the Point of Curvature of a circular curve concaved Northwesterly, having a radius of 247.81 feet, thence Southwesterly, along the arc of said curve, through a central angle of 83°11'44", a distance of 359.83 feet to the Point of Tangency of said curve thence S67°41'44"W a distance of 312.72 feet to the Point of Terminus.

Moree Loop

A replat of part of Tract B, The Highlands Section 2, as recorded in Plat Book 17, Page 47, Public Records of Seminole County, Florida.

Being more particularly described as follows:

A 24.00 foot Right of Way being 12.00 feet right and 12.00 feet left of the following described Centerline:

Commence at the Northernmost corner of said Tract B, thence $S41^{\circ}30'00''W$ a distance of 503.23 feet to an intersection with the arc of a circular curve concaved Southwesterly, having a radius of 434.78 feet, thence Southeasterly, along the arc of said curve, through a central angle of $1^{\circ}28'29''$, a distance of 11.19 feet to the Point of Beginning. Thence $N41^{\circ}30'00''E$ 385.70 feet to an intersection with the arc of a circular curve concaved Southorly, having a radius of 169.40 feet, thence Northeasterly, along the arc of said curve, through a central angle of $123^{\circ}00'00''$, a distance of 363.66 feet to the Point of Tangency of said curve, thence $S15^{\circ}30'00''E$ 73.00 feet to the Point of Curvature of a circular curve concaved Northwesterly, having a radius of 247.81 feet, thence Southwesterly, along the arc of said curve, through a central angle of $83^{\circ}11'44''$, a distance of 359.83 feet to the Point of Tangency of said curve thence $S67^{\circ}41'44''W$ a distance of 312.72 feet to the Point of Terminus.