

EXHIBIT N

ARTICLES OF INCORPORATION

OF

SHEOAH HIGHLANDS FOUR , 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 By-Laws, 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 admission 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 Four, 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 Four, 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 Four, 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 Four, 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, Secr., 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 VIII

BY-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 IX

AMENDMENTS 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 X

ASSESSMENTS 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:

EXHIBIT O

SITE B - CLUSTER C

26 Units

ESTIMATED ASSOCIATION EXPENSES

Management (\$3/unit/month)	\$ 936.00
Gardeners, Repairmen, including outside maintenance (\$9.60/unit/month)	3,000.00
Parking Lot Maintenance (\$.55/unit/month)	300.00
Homeowner's Association (\$15/unit/month)	4,680.00
Insurance (\$9/unit/month)	3,000.00
Pest Control (\$.75/unit/month)	400.00
Water Service	300.00
Electric	660.00
Telephone	210.00
Cable TV (one outlet) (\$4.95/unit/month)	1,544.40
Contingencies (\$3.20/unit/month)	1,000.00
Legal Fees	<u>400.00</u>
TOTAL	\$16,430.40

FIRST YEAR APPROXIMATE ASSESSMENTS ON A PER UNIT MONTHLY BASIS

UNITS: 1, 3, 5, 7	\$ 50.06
UNITS: 9, 12,	54.90
UNITS: 10, 11, 13, 15, 16, 18, 20	51.59
UNITS: 14	53.21
UNITS: 17, 19	50.86
UNITS: 21	57.32
UNITS: 23	56.11
UNITS: 25, 27, 29, 31	55.71
UNITS: 33, 35, 37, 39	51.67

This Instrument Prepared By:
WARREN E. WILLIAMS
Attorney and Counselor at Law
P. O. Box 1621
Winter Park, Fl 32789

(P)

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
SHEOAH HIGHLANDS FOUR, INC.

THIS AMENDMENT is being filed for the purposes of amending and adding to that certain Declaration of Condominium recorded in Official Record Book 981, Pages 931 through 1006, in the Public Records of Seminole County, Florida, filed May 30, 1973.

Pursuant to Article XXI of the aforementioned Declaration of Condominium, the Board of Directors of the Condominium Association, Sheoah Highlands Four, Inc., hereby amends the Declaration of Condominium of Sheoah, a Condominium, Section Four, as follows:

1. Exhibit "B-1".
Find attached amended Exhibit "B-1".
2. Exhibit "C".
Find attached the added Exhibit "C", pages 1, 2, 3.
3. Exhibit "D".
Find attached amended Exhibit "D".

IN WITNESS WHEREOF, Development Enterprises, Incorporated, as to Condominium Developer; Sheoah Highlands Four, Inc., as to Condominium Association; First Federal Savings & Loan Association of Orlando, as to Mortgagee; have caused these presents to be signed in its name by their Vice Presidents and their corporate seals to be affixed this 16th day of October, 1973.

Executed in the presence of:

Carylyn J. Andrew

DEVELOPMENT ENTERPRISES, INCORPORATED
Vice President

STATE OF FLORIDA)
COUNTY OF ORANGE)

Before me, the undersigned authority, personally appeared WARREN E. WILLIAMS, to me well known to be the person described in and who executed the foregoing instrument as Vice President of

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CLERK OF DISTRICT COURT
SEMINOLE COUNTY, FLORIDA

010610

Development Enterprises, Incorporated, and he acknowledged before me that he executed such instrument as an officer of said corporation; and that said instrument is the free act and deed of said corporation.

Witness my hand and seal, at the State and County aforesaid, this 16th day of October, 1973.

[Signature]
Notary Public
My Commission Expires [blank]
Notary Public, State of Florida at Large
My Commission Expires July 4, 1977
SHEOAH HIGHLANDS FOUR, INC.
[Signature]
Vice President

Executed in the presence of:

[Signature]

STATE OF FLORIDA)
COUNTY OF ORANGE)

Before me, the undersigned authority, personally appeared WARREN E. WILLIAMS, to me well known to be the person described in and who executed the foregoing instrument as Vice President of Sheoah Highlands Four, Inc., and he acknowledged before me that he executed such instrument as an officer of said association, and that said instrument is the free act and deed of said association.

Witness my hand and seal, at the State and County aforesaid, this 16th day of October, 1973.

[Signature]
Notary Public
My Commission Expires [blank]
Notary Public, State of Florida at Large
My Commission Expires July 4, 1977

Executed in the presence of:

[Signature]

STATE OF FLORIDA)
COUNTY OF ORANGE)

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ORLANDO
[Signature]
Executive Vice President

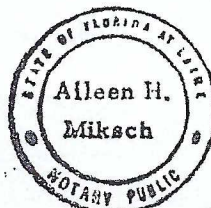
Before me, the undersigned authority, personally appeared SHERMAN S. DANTZLER, to me well known to be the person described in and who executed the foregoing instrument as Executive Vice President of First Federal Savings & Loan Association of Orlando, and he acknowledged before me that he executed such instrument as an officer of said association, and that said instrument is the free act and deed of said association.

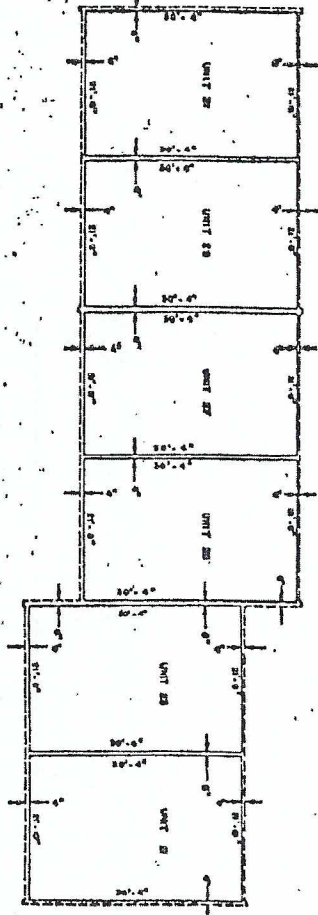
Witness my hand and seal, at the State and County aforesaid, this 16th day of October, 1973.

[Signature]
Notary Public

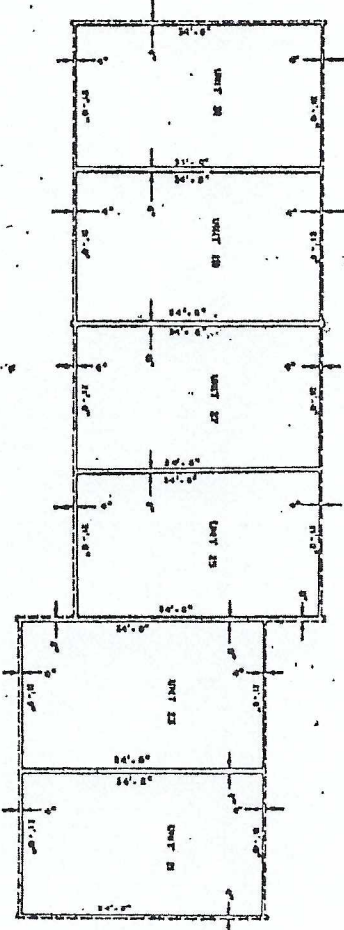
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 28, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS





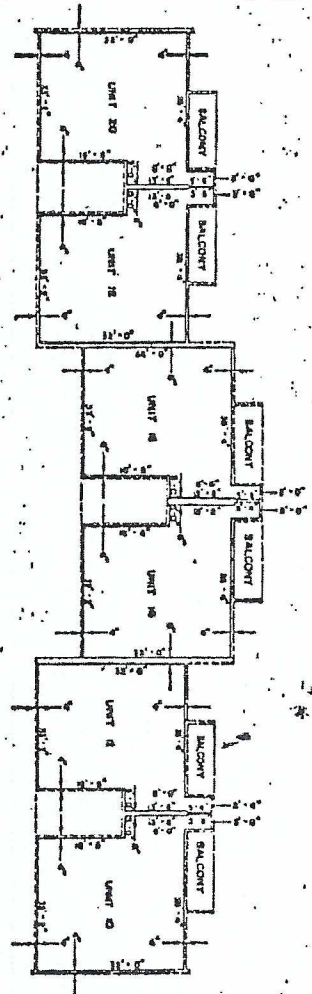
BUILDING TYPE B
SECOND FLOOR PLAN
UNOCCUPIED FLOOR ELEV 91.00
UNOCCUPIED CEILING ELEV 91.00



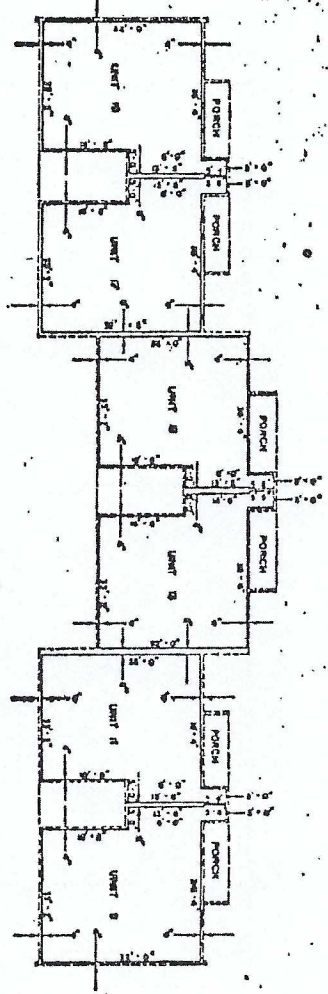
BUILDING TYPE B
FIRST FLOOR PLAN
UNOCCUPIED FLOOR ELEV 88.00
UNOCCUPIED CEILING ELEV 88.00

SHELDON

SHREVE



SECOND FLOOR PLAN
UNDECORATED FLOOR LEVEL 52'00"
UNDECORATED CEILING ELEV 82'00"



FIRST FLOOR PLAN
UNDECORATED FLOOR ELEV 48'00"
UNDECORATED CEILING ELEV 8'

EXHIBIT D

MANAGEMENT CONTRACT

MADE THIS 16th day of October, 1973, between Sheoah Highlands Four, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as Association, and New Leaf Maintenance Company, a Florida corporation, hereinafter referred to as Manager.

WITNESSETH:

WHEREAS, the Association is desirous of retaining the services of a management corporation in order to provide for the maintenance and operation of Sheoah, a Condominium, Section Four, and,

WHEREAS, Manager is qualified to conduct business in the State of Florida and is specifically qualified to manage Condominium Developments.

NOW, THEREFORE, in consideration of the premises, agreements hereinafter set forth, Ten Dollars (\$10.00) and other valuable considerations, the parties to mutually agree as follows:

1. That the Association as the governing body for Sheoah, a Condominium, Section Four, located at Winter Springs, Florida, a corporation to provide for maintenance and operation of the above named condominium as the agent for the Association.

2. The term of this agreement shall begin the day of which the first closing of a sale of a unit in Sheoah, a Condominium, Section Four, takes place, and it will terminate ten (10) years hence.

(a) Should the Association desire to terminate this Agreement, Association must give Manager 120 days' written notice of such desire.

(b) Should Manager desire to terminate this Agreement, Manager shall notify each owner by mail at the Unit address. Such termination shall be effective within sixty (60) days of such notice.

3. Duties of Manager.

(a) Manager will provide for the maintenance and operation of all improvements and the maintenance of the landscaping of the grounds of the Condominium. Such maintenance and operation will include the making of repairs and the performing of such other functions and services as are required to maintain and operate the Condominium in a first-class manner as would be expected of an efficient apartment building operation. The operation of the condominium shall include the performance of all duties and responsibilities required of the Association by the condominium documents other than those reserved specifically to the Board of Directors of the Association.

(b) All funds collected by Manager from assessments against apartment owners shall be deposited in bank accounts of the Association, and the person or persons furnished by Manager for

the purpose shall be authorized by Association to withdraw funds from such accounts in payment of the costs of maintenance and operation of the Condominium.

(c) All persons handling or responsible for funds of the Association shall be bonded at the expense of Association in the amounts required by the By-Laws of the Condominium.

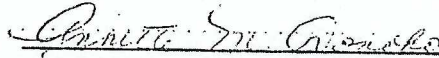
4. Consideration.

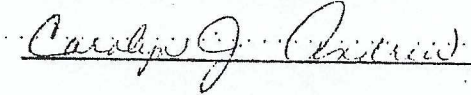
The services of Manager shall be performed upon a fixed fee plus cost basis. The fixed fee shall be \$3.00 per month per apartment. The costs to be reimbursed to Manager shall be the costs of all materials, supplies, and services other than management and overhead of Manager. The cost of services to be reimbursed will include the costs of employees of Manager for the time spent directly upon the performance of matters required by the terms of this agreement. Such costs and monthly fees shall be paid to Manager within ten (10) days after billing, but such billing shall be no more frequently than monthly at the end of the month.

WITNESSES:

SHEOAH HIGHLANDS FOUR, INC.

BY: 





NEW LEAF MAINTENANCE COMPANY

BY: 

