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EXHIBIT "F"

ARTICLES OF INCORPORATION


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AUG 16 2005

ARTICLE OF INCORPORATION

OF


SECRETARY OF STATE OF SOUTH CAROLINA

**TWELVE OAKS AT FENWICK PLANTATION PROPERTY OWNERS
ASSOCIATION, INC.**

(A South Carolina Nonprofit Corporation)

Article 1. Name. The name of the corporation is Twelve Oaks at Fenwick Plantation Property Owners Association, Inc. ("Association").

Article 2. Nonprofit Corporation. The Association is formed as a nonstock, nonprofit, mutual benefit corporation under the laws of the State of South Carolina, Title 33, Chapter 31, Article 1, Code of Laws of South Carolina, 1976.

Article 3. Principal Office. The mailing address of the initial office of the Association is located in Charleston County, South Carolina at the following address: 60 Fenwick Hall Allee, Building #10, Charleston, S.C., 29455.

Article 4. Registered Agent and Address. The Association hereby appoints Robert S. Dodds, whose address is 622 Johnnie Dodds Blvd., Mount Pleasant, S.C., 29464 as its lawful statutory registered agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon this corporation. The Board may, at any time, appoint another agent for such purpose and filing of such appointment shall revoke this or any other previous appointment of such agent.

Article 5. Definitions. All capitalized terms used herein which are not defined shall have the same meaning as set forth in that certain Master Deed of Twelve Oaks Horizontal Property Regime recorded, or to be recorded, in the public records, as it may be amended (the "Master Deed"), unless the context indicates otherwise.

Article 6. Purposes. The purposes for which the Association is formed are:

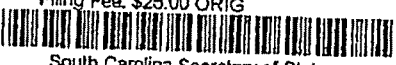
(a) to be and constitute the Association to which reference is made in the Master Deed, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Master Deed and the Bylaws, and as provided by law; and

(b) to provide an entity for the furtherance of the interest of the Owners.

Article 7. Powers. The powers of the Association shall include and be governed by the following provisions:

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Mark Hammond


South Carolina Secretary of State

(a) the Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under South Carolina law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, Bylaws, or the Master Deed, including without limitation, the power:

(i) to fix, collect and enforce payment, by any lawful means, of assessments and other charges to be levied against the Units;

(ii) to manage, control, operate, maintain, repair and improve the Property for which the Association by rule, regulation, covenant, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions or restrictions affecting any Property to the extent the Association may be authorized to do so under the Master Deed or Bylaws;

(iv) to engage in activities which will actively foster, promote and advance the common interest of all Owners of Units subject to the Master Deed;

(v) to buy or otherwise acquire, sell, dedicate for public use or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, own, hold, use, operate, grant easements and otherwise deal in and with real and personal property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Master Deed or Bylaws;

(vi) to borrow money for any purpose, subject to such limitations as may be set forth in the Master Deed or Bylaws;

(vii) to enter into, make, perform and enforce contracts of every kind and description and to do any and all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms or individuals, and as such to advance the business or ownership interest in such corporations, firms or individuals;

(ix) to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Master Deed; and

(x) to provide any and all services to the Condominium or Association as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights or powers which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

(b) The Association shall make no distributions of income to its Members, directors, or officers.

Article 8. Members.

(a) The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit shall be a Member of the Association and shall be entitled to vote in accordance with the terms of the Master Deed and the Bylaws. The manner of exercising voting rights shall be as set forth in the Master Deed and in the Bylaws of the Association.

(b) Change of membership in the Association shall be established by recording in the public records a deed or other instrument establishing record title to real property subject to the Master Deed. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall be terminated.

(c) The share of a Member in the privileges, rights and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as appurtenance of its Unit.

Article 9. Dissolution. The Association may be dissolved only upon a resolution duly adopted by the Board of Directors and the approval of Members holding at least two-thirds (2/3) of the votes in the Association, or such higher percentage as may be required by the South Carolina Horizontal Property Act, South Carolina Code of Laws (1976), Section 27-31-10, et seq., as amended, and the written consent of the Developer so long as the Developer owns any property subject to the Master Deed or which may be unilaterally subjected to the Master Deed by the Developer. Upon dissolution, the assets shall be distributed to the Association's Members, or if the Association has no Members, to those persons to whom the Association holds itself out as benefiting or serving.

Article 10. Directors and Officers.

(a) The business and affairs of the Association shall be conducted, managed and controlled by the Board of Directors. The initial Board shall consist of Three (3) directors. The number of directors may be increased in accordance with the Bylaws.

(b) The method of election, removal, and filling of vacancies on the Board of Directors and the term of office of the directors and officers shall be as set forth in the Bylaws.

(c) The Board of Directors may delegate its operating authority to such corporation, individuals and committees as it, in its discretion, may determine.

Article 11. Bylaws. The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided for in the Bylaws. The quorum required for meetings of Members and directors shall be as forth in the Master Deed and Bylaws.

Article 12. Liability of Directors, Officers and Committee Members. To the fullest extent that South Carolina law, as it exist on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member for or with respect to any acts or omissions of such director, officer or committee member occurring prior to such amendment or repeal.

Article 13. Amendments.

(a) The Board of Directors may amend these Articles without Member approval for specific purposes permitted under South Carolina law.

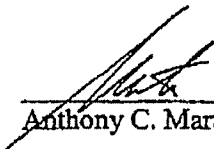
(b) The Developer may unilaterally amend these Articles at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

(c) Other amendments to these Articles of Incorporation may be adopted by the approval of Members holding at least two-thirds (2/3) of the total votes in the Association, and the written consent of the Developer so long as the Developer owns any property subject to the Master Deed or which may unilaterally be subjected to the Master Deed by the Developer; provided, no amendment may be in conflict with the Master Deed; and provided, further, no amendment shall be effective to impair or dilute any rights of Members that are governed by the Master Deed. For so long as required under South Carolina law, notice of any amendment to these Articles shall be sent to Members by registered mail or published in a newspaper in Charleston County, South Carolina not less than five days before the time set for the vote on such amendment.

Article 14. Incorporator. The name and address of the incorporator of the Association is:

Anthony C. Martin
7001 Lake Ellenor Drive
Suite 200
Orlando, Florida 32809

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation, this 11th day of August, 2005.



Anthony C. Martin, Incorporator