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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 969702 4311473

AUTHORIZATION : *Patricia Pignatelli*

COST LIMIT : \$ 78.75

ORDER DATE : March 17, 2003

ORDER TIME : 12:21 PM

ORDER NO. : 969702-005

CUSTOMER NO: 4311473

CUSTOMER: Jackie Gerstenfeld, Paralegal
Stearns Weaver Miller
Weissler Alhadeff & Sitterson,
Suite 2200, Museum Tower
150 West Flagler Street
Miami, FL 33130

DOMESTIC FILING

NAME: THE SERVICIO CENTRE CONDOMINIUM
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

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CONTACT PERSON: Sara Lea - EXT. 1114

EXAMINER'S INITIALS: _____

ARTICLES OF INCORPORATION

OF

THE SERVICO CENTRE CONDOMINIUM ASSOCIATION, INC.
a Florida not-for-profit corporation

FILED

03 MAR 17 AM 11:39

**CLERK OF STATE
TALLAHASSEE, FLORIDA**

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

ARTICLE I
NAME

The name of this corporation is THE SERVICO CENTRE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not-for-profit.

ARTICLE II
ADDRESS

The address of the principal office and the mailing address of the Association is 1601 Belvedere Road, West Palm Beach, Florida 33406.

ARTICLE III
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.11 of Chapter 718, Florida Statutes, as amended (the "Act"), for the operation of The Servico Centre Condominium (the "Condominium"), located in Palm Beach County, Florida, a condominium created pursuant to the provisions of the Act.

ARTICLE IV
POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common law and statutory powers given to corporations not-for-profit under the laws of the State of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration of the Condominium (the "Declaration"), the By-Laws of the Condominium (the "By-Laws") or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and, as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To enter into, make, establish and enforce, rules, regulations, by-laws, covenants, restrictions and agreements to carry out the purposes of the Association.

(b) To make and collect assessments against members as Unit Owners (as defined below), and to use the proceeds thereof in the exercise of the Association's powers and duties.

(c) To buy, own, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and replace both real and personal property.

(d) To hold funds for the exclusive benefit of the members of the Association as set forth in these Articles and as provided in the Declaration and the By-Laws.

(e) To purchase insurance to protect the Common Elements and the Condominium property and for the protection of the Association, its officers, directors, members, Unit Owners and such other parties as the Association may determine.

(f) To operate, maintain, repair and improve all common areas, and such other portions of the subject property as may be determined by the Board of Directors from time to time.

(g) To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the subject property pursuant to the Declaration.

(h) To provide for private security services within the subject property as the Board of Directors, in its sole discretion, determines to be necessary or appropriate.

(i) To provide, purchase, acquire, replace, improve, maintain and repair such buildings, structures, street lights, parking facilities and other structures, landscaping, paving, and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association and the Unit Owners as the Board of Directors, in its sole discretion, determine to be necessary or appropriate.

(j) To employ or contract personnel necessary to perform the obligations, services and duties required of or to be performed by the Association for the performance of such obligations, services and duties.

4.3 Association Properties. All funds and titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit

corporation or public agency or as otherwise authorized by the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes).

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act; provided, that, in the event of conflict, the provisions of the Act shall control over those of the Declaration and the By-Laws.

ARTICLE V MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record owners of Units (the "Unit Owners") in the Condominium from time to time, and after termination of the Condominium, shall consist of those who were members at the time of such termination, and their successors and assigns.

5.2 Assignment. A member's share of the funds and any assets of the Condominium shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and the By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meeting of members other than the annual meeting.

ARTICLE VI TERM OF EXISTENCE

The Association is to exist perpetually.

ARTICLE VII INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

Patricia G. Welles
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 3313

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer, and such Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors may, from time to time, designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office of President and Vice-President and the same person shall not hold the office of President and Secretary. Officers of the Association shall be elected by the Board of Directors following each annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are elected by the Board of Directors in accordance with these Articles and the By-Laws, are as follows:

President	Michael Amaral	3445 Peachtree Road Atlanta, Georgia 30326
Vice-President, Secretary and Assistant Treasurer	Daniel E. Ellis	3445 Peachtree Road Atlanta, Georgia 30326
Treasurer and Assistant Vice President	Manuel Artime	3445 Peachtree Road Atlanta, Georgia 30326

ARTICLE IX
BOARD OF DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by the Board of Directors. The number of persons that shall constitute the Board of Directors shall be no less than two (2). Directors need not be members of the Association.

9.2 Directors. The names and addresses of the persons who shall serve as the members of the initial Board of Directors of the Association until their successors are duly elected and have qualified, or until removed, are as follows:

Daniel E. Ellis	3445 Peachtree Road Atlanta, Georgia 30326
Michael Amaral	3445 Peachtree Road Atlanta, Georgia 30326

9.3 Duties and Powers. All of the duties and powers of the Association existing in the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of

Directors, its agents, contractors and employees, subject only to the approval by Unit Owners when such approval is specifically required.

9.4 Election; Removal. Directors of the Association shall be appointed by the Unit Owners in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE X INDEMNIFICATION

10.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsections 10.1 or 10.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

10.4 Determination of Applicability. Any indemnification under subsection 10.1 or subsection 10.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 10.1 or subsection 10.2. Such determination shall be made:

- (a) By the Board of Directors by the unanimous vote of those directors who were not parties to such proceeding;
- (b) By independent legal counsel selected by the Board of Directors by the unanimous vote of those directors who were not parties to such proceedings; or
- (c) By the unanimous vote of the members of the Association who were not parties to such proceeding.

10.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, directors who were not parties to such proceedings shall evaluate the reasonableness of expenses and may authorize indemnification.

10.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of Unit Owners or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

- (b) a transaction from which the director, officer, employee or agent derived an improper personal benefit; or
- (c) willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

10.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 10 shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board of Directors or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) the director, officer, employee, or agent is entitled to mandatory indemnification under subsection 10.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) the director, officer, employee or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 10.7; or

(c) the director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 10.1, subsection 10.2 or subsection 10.7; or

(d) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 10.1, subsection 10.2 or subsection 10.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful; and (b) such court further specifically determines that indemnification should be denied. The termination of

any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.10 Definitions. For purposes of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding. The term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, and the term "agent" shall be deemed to include a volunteer. The term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

10.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE XI BY-LAWS

The By-Laws shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided for therein.

ARTICLE XII AMENDMENT

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in subsections 4.3, 4.4 or 4.5, without the approval in writing of all members and the joinder of all

record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws. No amendment to this paragraph 12.3 shall be effective.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida, with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE XIII
REGISTERED OFFICE

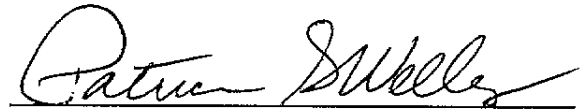
The name and address of the initial registered office and the initial registered agent of the corporation are:

Patricia G. Welles
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

ARTICLE XIV
DEFINITION

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 14th day of March, 2003.



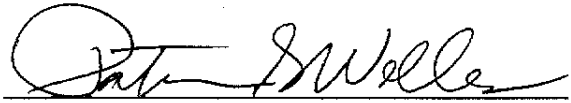
Patricia G. Welles

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First – That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Palm Beach, State of Florida, the Association named in the said Articles has named Patricia G. Welles, located at 150 West Flagler Street, Suite 2200, Miami, Florida 33130, as its statutory registered agent.

Having been named as registered agent and to accept service of process for The Servico Centre Condominium Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.



Patricia G. Welles, Registered Agent

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03 MAR 17 AM 11:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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