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FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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MICHAEL A. SCHROEDER
W. LAWRENCE LARCHE *

* FLORIDA BAR BOARD CERTIFIED
WILLS, TRUSTS AND ESTATES LAWYER

September 10, 1999

VIA FEDERAL EXPRESS

Secretary of State
State of Florida
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32301

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Re: Mission Bay Office Plaza Condominium

Gentlemen:

Enclosed herewith is the original and one copy of the Articles of Incorporation of Mission Bay Office Plaza Condominium Association, Inc., a not-for-profit corporation, along with the Registered Agent form.

We also enclose herewith our check in the amount of \$87.50 to cover the filing fees as follows:

Filing Fee	\$ 35.00
Registered Agent Fee	\$ 35.00
Certificate of Good Standing	8.75
Certified Copy	\$ 8.75
	\$ 87.50

Please return a certified copy of the Articles of Incorporation to this office in the enclosed self-addressed stamped envelope.

Very truly yours,

Susan M. Woods
SUSAN M. WOODS, Secretary to
Michael A. Schroeder

:sw
Enclosures

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D. BROWN SEP 16 1999

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

MISSION BAY OFFICE PLAZA CONDOMINIUM ASSOCIATION, INC.,
A NOT-FOR-PROFIT CORPORATION

ARTICLE I - NAME

The name of the Corporation is Mission Bay Office Plaza Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

ARTICLE II - INCORPORATION

This Association is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, as amended.

ARTICLE III - PRINCIPAL OFFICE

The initial principal office and post office address of the Association shall be Suite 110, 2295 Corporate Boulevard, N.W., Boca Raton, Florida 33431.

ARTICLE IV - INITIAL REGISTERED AGENT AND OFFICE

The street address of the registered office of this Association is One Boca Place-Atrium 319, 2255 Glades Road, Boca Raton, Florida 33431, and the name of the resident agent of the Association at that address is Michael A. Schroeder, Esq.

ARTICLE V - PURPOSE

The general nature, objects and purposes of the Association are as follows:

A. To own and/or maintain, repair and replace the Common Elements, parking tracts, parking area and landscaping of Mission

Bay Office Plaza Condominium, to be created pursuant to the provisions of the Chapter 718, Florida Statutes, as amended (the "Condominium Act").

B. To operate and administer said Condominium and carry out the functions and duties of the Association as set forth in the Declaration of Condominium of Mission Bay Office Plaza Condominium and the exhibits annexed thereto establishing said Condominium (the "Declaration"), which Declaration shall be recorded among the Public Records of Palm Beach County, Florida.

C. To own and acquire any real estate or interest or rights therein appurtenant thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose, all on a not-for-profit basis.

ARTICLE VI - TERM OF EXISTENCE

The term for which this Association is to exist is perpetual.

ARTICLE VII - MEMBERS

The members of the Association shall consist of all of the record owners (each, a "Unit Owner") of the eight (8) separate units comprising the Condominium Property (each, a "Unit"). Until the recording of the Declaration submitting the property to condominium ownership, the members shall consist of the incorporators. A Unit Owner shall automatically be and become a member of the Association. The share of a member in the funds and assets of this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit. Membership shall likewise automatically terminate upon sale or transfer of the Unit, whether voluntarily or involuntarily. Each

Unit Owner shall be entitled to one vote at any meeting of the Association. The person or entity entitled to vote shall be known (and is hereinafter referred to) as a "Voting Member". If a Unit is owned by more than one person or entity, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a Unit Owner which is owned by a corporation or other entity, an officer, employee or agent thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the Declaration. A vote of a Unit Owner is not divisible.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors which Board will consist of not less than three (3) nor more than the number specified by the Bylaws, except that the first Board of Directors shall consist of three (3) persons who need not be members of the Association. Directors shall be elected or appointed in the manner specified in the Bylaws. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and shall have all the powers and duties referred to in the Declaration and in the statutes of the State of Florida respecting corporations not for profit, and all of the powers defined and set forth in the Condominium Act, which the Unit Owners collectively may do or may have done. The further powers of the Board of Directors shall be as set forth in the Bylaws of the Association.

ARTICLE IX - OFFICERS

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer; and such assistants to such officers as the Board may deem appropriate. The foregoing officers shall be elected at the first meeting of the initial Board of Directors and at each annual meeting of the Board of Directors thereafter, and shall hold office until their successors are elected or until they are otherwise removed.

Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

ARTICLE X - BYLAWS

The initial Bylaws of the Association are those annexed to the Declaration. Such Bylaws, subject to the provisions herein and therein contained, may be altered, amended, or added to in the manner provided for in said initial Bylaws or any subsequent Bylaws

ARTICLE XI - AMENDMENT TO ARTICLES

These Articles of Incorporation may be altered, amended, changed, added to or repealed, (a) in the manner now or hereafter prescribed by statute; (b) as provided herein, or as provided in the Bylaws or in the Declaration, as each of the same may exist

from time to time; or (c) at any duly called meeting of the members of the Association, provided that notice of the meeting is given in the manner provided for in these Articles and the Bylaws, that such notice contain a full statement of the proposed alteration, amendment, change, addition or repeal of any provision of these Articles, and that at such meeting there is an affirmative vote of two-thirds (2/3) of the voting interests present in person or by proxy in favor of said alteration, amendment, change, addition or repeal. In no event, however, will any amendment to these Articles be effective that conflicts with the provisions of the Declaration unless and until a corresponding amendment to the Declaration is adopted in the manner therein provided.

ARTICLE XII - COMPENSATION

The Association shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors or officers. The Association may pay compensation in reasonable amounts to its members, Directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distributions to its members, provided, however, that no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income.

ARTICLE XIII - TERMINATION

In the event of the termination of said Condominium under the Condominium Act, or pursuant to the Declaration, the distributive

share to each Unit Owner shall be determined in accordance with the provisions of said Declaration.

ARTICLE XIV - ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Unit Owners at reasonable times, and written summaries of which shall be supplied at least annually to Unit Owners. Such records shall include:

- A. A record of all receipts and expenditures.
- B. An account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments become due, the amounts paid upon the account and the balance due.

ARTICLE XV - POWERS

The Association shall have all the powers listed below together with those powers conferred by the Declaration, these Articles, and the Bylaws of the Association.

- A. Have succession by its corporate name for the period set forth in these Articles of Incorporation.
- B. Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.
- C. Adopt and use a corporate seal and alter the same; provided, however, that such seal shall always contain the words "corporation not for profit".
- D. Elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation.

E. Adopt, change, amend and repeal the Bylaws, not inconsistent with law or these Articles of Incorporation, for the administration of the affairs of the Association and the exercise of its corporate powers.

F. Increase, by a vote of its members cast, as the Bylaws may direct, the number of its directors, managers or trustees so that the number shall not be less than three (3) nor more than nine (9) members.

G. Make contracts and incur liabilities, borrow money at such rates of interest as the Association may determine, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income.

H. Purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated.

I. Sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets.

J. Make, establish and amend reasonable Rules and Regulations governing the use of Units, Common Elements and Limited Common Elements in said Condominium as said terms may be defined in the Declaration.

K. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium as may be provided in the Declaration and the Bylaws, as hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and

otherwise trading and dealing with such property, whether real or personal, including Units in said Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration. To levy and collect assessments against one or more Units on a prorata basis based upon the Units' Fractional Ownership (as defined in the Declaration) for all or a portion of the assessments made against the Office Tract Owner under the Declaration of Covenants, Restrictions and Reciprocal Easements for Mission Bay Commercial Center dated April 2, 1998 and recorded April 3, 1998 in Official Records Book 10320, Page 1932 of the Public Records of Palm Beach County, Florida, or for any other costs and expenses against the Condominium or Condominium Property by the Mission Bay Commercial Center Association, Inc. (the "Commercial Center Association"), or under the Declaration of Unity of Control and Cross Easements/Architectural Restrictive Covenants dated April 7, 1998 and recorded April 14, 1998 in Official Records Book 10339, Page 1566 of the Public Records of Palm Beach County, Florida, or under that certain Agreement between the Commercial Center Association and Boca Greens Homeowners Association, Inc. dated August 4, 1998 and recorded August 6, 1998 in Official Records Book 10565, Page 1901, of the Public Records of Palm Beach County, Florida.

L. Maintain, repair, replace, operate and manage the Condominium Property, including the right to construct improvements after casualty and to make further improvements of the Condominium Property.

M. Contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and the maintenance, repair and replacement of the Common Elements with such funds as shall be made available to the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, these Articles, the Bylaws and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

N. Enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws which may be hereafter adopted, and the rules and regulations governing the use of said Condominium as same may be hereafter established (the "Rules and Regulations").

O. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration.

P. Purchase insurance upon the Common Areas of the Property and insurance for the protection of the Association and its members.

Q. Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of and otherwise use and deal in and with, shares and other interests in, or obligations of, other domestic

corporations, whether for profit or not for profit, associations, partnerships or individuals or direct or indirect obligations of the United States, state, territory, governmental district, municipality, or of any instrument thereof.

R. Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

S. Make donations for the public welfare or for religious, charitable, scientific, educational or other similar purposes.

T. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized.

U. Pay taxes and other charges, if any, on or against property owned or accepted by the Association.

The aforesaid powers are those powers which a corporation not for profit may have under Chapter 617, Florida Statutes, as amended. Any amendment or amendments to the aforesaid statutes are hereby incorporated by reference into these Articles as of the effective date or dates of such amendment or amendments.

Neither the Association nor any member thereof shall have the right to exercise any power which is in conflict with the Declaration, these Articles, the Bylaws, or the laws of the State of Florida which are applicable to condominiums and corporations not for profit.

ARTICLE XVI - INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and officer of this Association shall be indemnified by the Association against all costs and expenses

reasonably incurred or imposed upon such Director or officer in connection with or arising out of any action, suit or proceeding in which such Director or officer may be involved or to which such Director or officer may be made a party by reason of having been a Director or officer of the Association, such expense to be included in the cost of reasonable settlements (other than amounts paid to the Association itself) made with a view to the curtailment of the costs of litigation. The Association shall not, however, indemnify such Director or officer with respect to matters as to which such Director or officer shall be finally adjudged in any action, suit or proceeding to be liable for negligence or misconduct in the performance of the duty of such Director or officer as a Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion. In no event shall anything herein contained be construed as authorizing the Association to indemnify any such Director or officer against any liability of the Association to which such Director or officer would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of the office of such officer or Director. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise, and may be effected by the Association through the purchase of Directors' and officers' liability insurance.

ARTICLE XVII - CONSTRUCTION

When word or phrases relating to the Condominium to be created under the Declaration are used herein, in the Bylaws or Declaration, the meaning thereof shall be determined by the definitions and constructions placed thereon by or under the Condominium Act.

ARTICLE XVIII - SUBSCRIBERS

The name and address of the subscriber of this Association is as follows:

Michael A. Schroeder, Esq.
One Boca Place, Suite 319A-Atrium
2255 Glades Road
Boca Raton, Florida 33431-7383

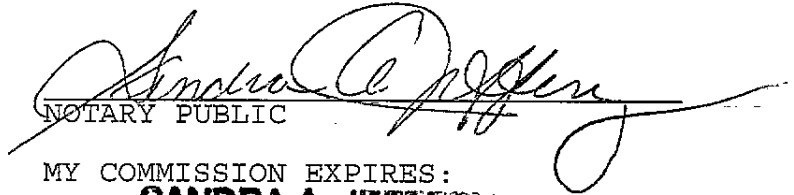
I THE UNDERSIGNED, being the incorporator hereinabove named, for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, does hereby subscribe to these Articles of Incorporation, and has hereunto set his hand and seal this 10th day of September, 1999.



Michael A. Schroeder (SEAL)

STATE OF FLORIDA :
:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me on
September 10, 1999, by MICHAEL A. SCHROEDER, who is
personally known to me.


NOTARY PUBLIC

MY COMMISSION EXPIRES:
SANDRA A. JEFFERY

NAME OF NOTARY, TYPED, STAMPED
OR PRINTED



Sandra A. Jeffery
MY COMMISSION # CC583742 EXPIRES
September 9, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

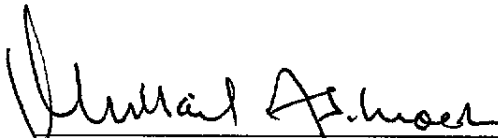
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First, that Mission Bay Office Plaza Condominium, Inc., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, has named Michael A. Schroeder, Esq., of the firm of Schroeder and Larche, P.A., at One Boca Place-Atrium 319, 2255 Glades Road, County of Palm Beach, State of Florida 33431, as its agent to accept service of process within this State. The principal office of the Association shall be Suite 110, 2295 Corporate Boulevard, N.W., Boca Raton, Florida 33431.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated Association, at the place designated in this Certificate, I hereby accept the designation to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



MICHAEL A. SCHROEDER, REGISTERED AGENT

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TALLAHASSEE, FLORIDA