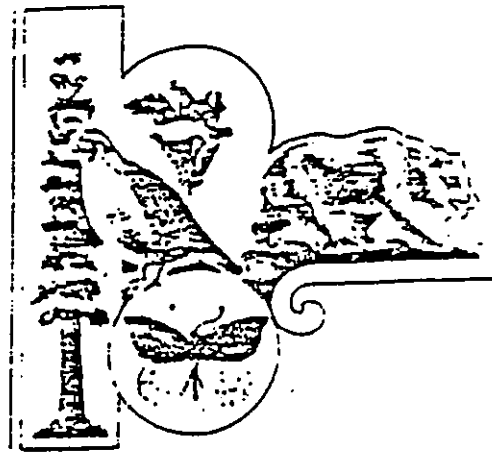


State of California

OFFICE OF THE SECRETARY OF STATE

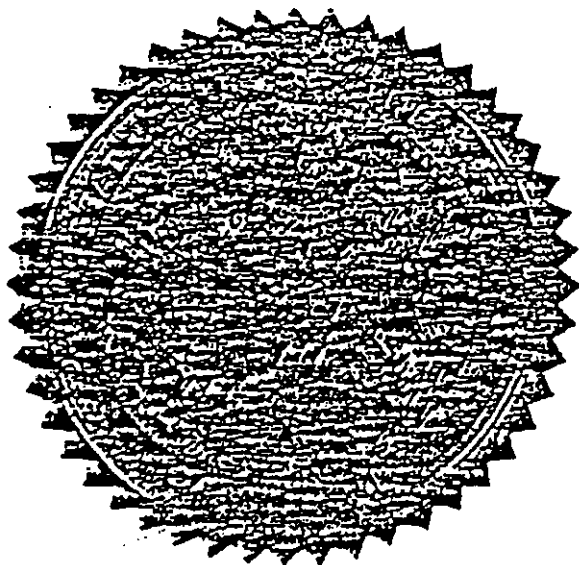


I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

FEB 5 1979



March Fong Eu

Secretary of State

900554
ENDORSED
FILED
In the office of the Secretary of State
of the State of California
FEB 1 1979
MARCH 1979
Gloria J. Carroll
Deputy

ARTICLES OF INCORPORATION
OF
PLAYMOR BERNARDO HOMEOWNERS ASSOCIATION

ARTICLE I

NAME

The name of the corporation (hereinafter called the "Association.") is
PLAYMOR BERNARDO HOMEOWNERS ASSOCIATION.

ARTICLE II

PRINCIPAL OFFICE

The principal office for the transaction of the business of the Association
is located in the County of San Diego, State of California.

ARTICLE III

ORGANIZATION

The Association is organized pursuant to the General Nonprofit Corpora-
tion Law.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the mem-
bers thereof, and the specific primary purposes for which it is formed are to
provide for maintenance and preservation of the common area of the condomini-
um project intended to be developed upon that certain property described as
Lot 1, Lot 2 and Lot 3 of Playmor Bernardo, in the City of San Diego, County
of San Diego, State of California, -according to Map thereof No. 2955,
as filed for record in the Office of the County Recorder of San Diego on
AUGUST 11, 1978, (collectively referred to in the Declaration of Covenants, Con-
ditions and Restrictions applicable to the condominium project recorded or to
be recorded in the Office of the San Diego County Recorder (hereinafter
"Declaration") as "Phase 1") with the further intention to expand the condo-
minium project by annexing Lot 4, Lot 5, Lot 6 and Lot 9 (collectively referred

to herein as "Phase 2") Lot 7 and Lot 8 (collectively referred to in the Declaration as "Phase 3") and Lot 10 and Lot 11 (collectively referred to in the Declaration as "Phase 4") of said map, and to promote the health, safety and welfare of the residents within said condominium project and any additions thereto as may hereafter be brought within the jurisdiction of the Association for such purposes.

In furtherance of said purposes, the Association shall have power to:

(a) perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) fix, levy, collect and enforce payment (by any lawful means) of all charges or assessments made pursuant to the provisions of the Declaration; pay all expenses in connection therewith; pay all office and other expenses incident to the conduct of the business of the Association, including without limitation payment for all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association. Notwithstanding anything herein to the contrary, the Association shall not, except for easements granted to public authorities and utility companies, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of any portion of the common area contained in said condominium project;

(d) borrow money; but only with the assent (by vote or written consent) of two-thirds (2/3) of each class of members may the Association mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. Notwithstanding anything herein to the contrary, the Association shall not mortgage, pledge, deed in trust or hypothecate any portion of the common area contained in said condominium project;

(e) have and exercise any and all powers, rights and privileges which a corporation organized under the General Nonprofit Corporation Law of the State of California by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee simple interest in a condominium in the condominium project which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any condominium which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

(a) Class A Membership. All owners shall be Class A members, except that the Declarant (as defined in the Declaration) shall not be deemed a Class A member while Class B membership is in existence. Each unit (as defined in the Declaration) shall be entitled to one vote. When more than one person or entity holds an interest in any unit, all such persons and entities shall be members, and the vote for such unit shall be exercised as the majority of such persons and entities among themselves determine. In no event shall more than one vote be cast with respect to any unit, and in no event shall the vote of any unit be split. The owner (or valid proxy) exercising the vote for any unit at a meeting shall be conclusively presumed to be voting in the manner determined by the majority of the owners of that unit unless the Association is otherwise notified in writing prior to the meeting, or an objection is made by another owner of that unit from the floor of the meeting.

(b) Class B Membership The Class B member shall be the Declarant, who shall be entitled to vote as follows: voting shall be the same as for Class A memberships, except that the Class B member shall have three votes for each unit owned by it. For purposes of this Article VI, Section (b), a unit is first deemed owned by the Class B member when the phase upon which the unit will be located becomes a part of the Project. The Class B membership shall be converted to Class A membership and shall cease to exist upon the occurrence of whichever of the following is first in time:

(1) When the total outstanding votes held by Class A members equals the total outstanding votes held by the Class B member (tripled as stated above); or

(2) The date of the second anniversary of the original issuance of the most recently issued public report for a phase of the condominium project; or

(3) The date of the fourth anniversary of the original issuance of the public report for the first phase of the condominium project.

Whenever there is no Class B membership, provisions of the Declaration which require action by both classes of the voting membership shall require the stated action by Class A members only.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of five (5) directors. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
MARYANNE VANCIO	3910 Chapman Street, Suite B San Diego, California 92110
JOAN HAYES	3210 Chapman Street, Suite B San Diego, California 92110

J. W. WELCH

3910 Chapman Street, Suite B
San Diego, California 92110

DEBORAH WELCH

3910 Chapman Street, Suite B
San Diego, California 92110

RICHARD K. PLUMLEIGH

3910 Chapman Street, Suite B
San Diego, California 92110

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year and two (2) directors for a term of two (2) years, and at each annual meeting thereafter the members shall elect such number of directors as may be necessary to maintain during the next year five (5) members of the Board of Directors.

ARTICLE VIII

DISSOLUTION

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Directors and persons in charge of the liquidation shall divide the remaining assets among the members in accordance with their respective rights therein.

ARTICLE IX

DURATION

The Association shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles may be enacted by requiring the vote or written consent of:

(a) At least a bare majority of the voting power of the Association; and

(b) At least a bare majority of the votes of members other than the Declarant.

Notwithstanding the above, the percentage of a quorum or of the voting power of the Association or of members other than the Declarant necessary to amend a specific clause or provision in the Articles shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 26 day of JANUARY, 1977

Maryanne Vancio
MARYANNE VANCIO

Joan Hayes
JOAN HAYES

J. W. Welch
J. W. WELCH

Deborah Welch
DEBORAH WELCH

Richard K. Plumleigh
RICHARD K. PLUMLEIGH

