

BYLAWS
OF
DEL MAR DOWNS HOMEOWNERS ASSOCIATION

ARTICLE I
PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Name

The name of the corporation is DEL MAR DOWNS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in San Diego County, California

Section 2. Apartment Ownership

The project is on real property located in the County of San Diego, State of California, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

Section 3. Bylaws Applicability

The provisions of these Bylaws are applicable to the project. (The term "Project" is used herein shall include the land and all structures and improvements thereon.)

Section 4. Personal Applications

All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERS, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIESSection 1. Members and Voting

Each owner of a condominium unit in said Project shall be a member of this Association and each such member shall have one (1) vote for each condominium unit so owned. The transfer of title to any such condominium unit shall automatically transfer the membership in this Association appurtenant thereto. Each owner may cumulate his vote for the election of or removal of Directors.

Section 2. Majority of Owners

As used in these Bylaws, the term "majority of owners" shall mean those owners holding 51% of the votes then entitled to vote.

Section 3. Quorum

Except as otherwise provided in these Bylaws, a quorum shall consist of fifteen (15) owners or their proxies.

Section 4. Proxies

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATIONSection 1. Association Responsibilities

The owners of the condominiums will constitute the Association of owners which will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of a Management Agent. Except as otherwise provided, decisions and resolutions of

the Association shall require approval by a majority of owners present.

Section 2. Place of Meetings

Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings

Annual meetings shall be held during the final quarter of the calendar year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings

It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by 25% of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the owners present, either in person or by proxy.

Section 5. Notice of Meetings

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is being held, to each owner of record, at least ten (10) but not more than fifteen (15) days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

Section 6. Adjourned Meetings

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time the original meeting was called.

Section 7. Order of Business

The order of business at all meetings of the owners of units shall be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of Minutes of preceding meeting;
- (d) reports of officers;
- (e) reports of committees;
- (f) election of inspectors of election;
- (g) election of directors;
- (h) unfinished business; and
- (i) new business.

Section 8. Action Without Meeting

Any action, which under the provisions of the California Corporations Code may be taken at a meeting of the owners, may be taken without a meeting if authorized by a writing signed by a majority of owners responding to a written notice as set forth in Section 5 of Article III of these Bylaws.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications

The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of condominiums in the project.

Section 2. Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or these Bylaws, directed to be exercised and done by the owners. The Board of Directors shall, among others things, have power to:

- (a) enforce applicable provisions of the Declaration of Restrictions, Bylaws, organizational rules or other documentation relating to the control and management of the project;
- (b) contract and pay premiums for fire, casualty, liability, and other insurance, including indemnity and other bonds;
- (c) contract and pay for maintenance, gardening, utilities, materials and supplies and services relating to the common property and/or facility, and to employ personnel reasonable necessary for the operation of the project including lawyers and accountants where appropriate;
- (d) pay taxes and special assessments which are or would become a lien of the project or common area;
- (e) pay for reconstruction of any portion or portions of the project damaged or destroyed which are to be rebuilt;
- (f) delegate its powers;
- (g) enter into any lot or unit when necessary in connection with maintenance or construction for which the management body is responsible.

Section 3. Other Duties

In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities;
- (b) collection of monthly and special assessments from the owners; and
- (c) designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Compensation of Board Members

Each Board Member shall receive as compensation, credit for the full amount ~~one-half (1/2)~~ of the monthly maintenance fee. If any Board Member is required to engage in Association business during his/her regular working hours, the Board Member shall be compensated in an amount equivalent to his/her normal salary or wage for that period of time expended on Association business.

Section 5. Books, Audit

The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than three (3) year intervals shall obtain an independent certified audit of such books and records. A copy of each such audit shall be delivered to each member within thirty (30) days after the completion of such audit.

Section 6. Management Agent

The Board of Directors may employ for the Association a Management Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article IV.

Section 7. Election and Term of Office

At the annual meeting, members of the Board of Directors shall be elected for one (1) year terms. There shall be no limit on the number of terms.

section 8. Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 9. Removal of Directors

At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 10. Organization Meeting

The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such a meeting, providing a majority of the whole Board shall be present.

Section 11. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two(2) such meetings shall be held

during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting and posted in a visible location in the project.

Section 12. Special Meetings

Special meetings of the Board of Directors may be called by the President on three(3) days notice to each Director, given personally, or by mail, telephone, or telegraph, which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors. Notice shall also be posted in a visible location in the project.

Section 13. Waiver of Notice

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at such meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Notice shall also be posted in a visible location in the project.

Section 14. Board of Directors Quorum

at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors,

there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Without Meeting

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

OFFICERS

Section 1. Designation

The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers

The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his/her successor elected at any regular meeting of the Board of Directors or any special meeting of the Board called for such purpose.

Section 4. President

The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President

The Vice-President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 6. secretary

The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association; he/she shall have charge of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the

credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

(a) All owners are obligated to pay monthly (and any special) assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake, or other hazard. The assessments shall be made pro rata according to the proportionate shares of each condominium owner, as stipulated in Paragraph E of the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements. Not later than thirty (30) days prior to the beginning of each fiscal year, the Association shall prepare a budget for the next fiscal year and determine the total charges to be assessed against each condominium. Each owner thereof shall thereafter pay to the Association his/her assessment in twelve (12) monthly installments, each installment to be paid on or before the tenth (10th) day of each month. In the event the Association shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental or special estimate of the total charges to be assessed against each condominium. The Association may, at its discretion, prorate any such supplemental or special assessment between the remaining months of the current year, or immediately levy a special

assessment against each condominium. Each monthly installment shall become delinquent if not paid on or before the twenty fifth (25th) day of each month. Each special assessment shall become delinquent if not paid within five (5) days after the levy thereof. There shall accrue with each such delinquent monthly installment, and with each such delinquent special assessment, a late charge of ten percent (10%).

(b) Upon any transfer of title to a living unit there shall be a "transfer fee" in the amount of one hundred dollars (\$100.00). Said fee shall be paid through escrow to the Association. Note: An in-depth explanation of the "transfer fee" shall be provided by the Association upon request.

(c) The annual budget and the monthly assessments determined therefrom shall be approved at least sixty (60) days prior to the beginning of each fiscal year at the annual meeting of the owners. A special meeting of the owners shall be called for the purpose of considering any supplemental or special assessments. Special meetings for the purpose of approving a special assessment shall be called by the President and notice thereof given pursuant to the provisions as are set forth in Sections 4 and 5 of Article III of these Bylaws. Approval of the annual budget or any special assessment shall require the approval of a "majority of the owners", as defined in Section 2 of Article II of these Bylaws, either in person or by proxy.

(d) Subject to the approval of at least a majority of responding members, the Board of Directors may levy special assessments for capital improvements at a cost not to exceed Ten Thousand Dollars (\$10,000.00).

(e) The Board of Directors or the Management Agent of the

Association, on behalf of the Association, may cause to be recorded in the Office of the County Recorder of the county in which the project is situated, a notice of any delinquent sums due the Association from any condominium owner; which notice shall state the amount of such delinquent sums and other authorized charges and interest (including the cost of recording such notice), a sufficient description of the condominium against which the same has been assessed, and the name of the record owner or owners thereof. Upon payment to the Association of such delinquent sums and charges in connection therewith, or other satisfaction thereof, the Board of Directors or Management Agent shall cause to be recorded a further notice stating the satisfaction and release of such delinquent sums and charges. Such notice shall be signed on behalf of the Association by any member of the Board of Directors or by the Management Agent. The Association may demand and receive the cost of recordation of such release before recording same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and release as conclusive proof of the full satisfaction of the sums stated in the notice of delinquent sums.

(f) All such delinquencies shall be enforced, collected and/or foreclosed in the manner provided in the Declaration.

Section 2. Maintenance and Repair

(a) Every owner must perform promptly all maintenance and repair work within his/her own unit and exclusive use area, including ordinary wear and tear or damage caused by negligent maintenance of owner's property. Owner shall be liable for any damage or injuries that his/her failure to maintain or repair causes to common areas and other owners.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, window, screens, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his/her fault.

Section 3. Use of Family Units -- Internal Changes

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his/her unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no Management Agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Right of Entry

(a) An owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his/her unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his/her unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the

owner. In case of an emergency, such right of entry shall be immediate.

Section 5. Rules of Conduct

(a) No resident of the project shall post any signs, advertisements or posters of any kind in or on the project, except as authorized by the Association or except one sign of customary and reasonable dimensions advertising the unit for sale that may be displayed in the window of any living unit.

(b) No unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur. No noxious or offensive activity shall be carried on.

(c) No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on the balconies, patios, porches, or other areas. Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Tenants other than owners shall not keep pets.

(d) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., on the exterior of the buildings of the project or that protrude through walls or the roof of the buildings except as authorized by the Association.

(e) In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project (1) no owner, resident or lessee shall, at his/her expense or otherwise, construct fences, walls or make any alterations, additions, or modifications to or on any part or portion of the Common Areas, or

place or maintain any objects on or about the exterior of any building within the project except as authorized by the Association; and (2) no owner, resident, lessee, invitee, or other person, with or without the purported consent or cooperation of any owner, resident, or lessee, shall park, store, or maintain in or on the project, any boats, trailers, campers, or other vehicles not customarily used as a means for general transportation. Provided, however, that the temporary parking of the aforesaid boats, trailers, campers, or other vehicles not customarily used for means of general transportation for periods of short duration, not to exceed four (4) hours within any forty-eight (48) consecutive hour period as an incident to loading or unloading therefrom shall not be deemed a violation hereof. Provided further that the Board of Directors of the Association may adopt such additional rules and regulations respecting this provision as from time to time seems in the best interests of the owners.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

These bylaws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least fifty-one percent (51%) of the total voting interest of all condominiums. Provided, however, that the adoption of any such amendment which would materially change the rights, preferences, or privileges of any person, or restrictions upon any condominium affected thereby shall meet the requirements of California Business and Professions Code, Section 11018.7.

ARTICLE VIII

MORTGAGEES

Section 1. Notice of Unpaid Assessments

The Association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

ARTICLE IX

The following terms, as used in these Bylaws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Condominium", "Common Areas", "Unit", "Mortgage", and "Mortgagee".

ARTICLE X

In case any of these Bylaws conflict with any provisions of the laws of the State of California, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect.

ARTICLE XI

SUSPENSION OF VOTING AND USE PRIVILEGES

In the event the Board of Directors, after prior notice to the member in question and after allowing such member a fair and ample opportunity for a hearing at a duly called and held regular or special meeting of the Board of Directors of which notice at least ten (10) days in advance of such meeting is given to the member in question, determines that the member in question is in violation of the Declaration of Restrictions or the Bylaws or any of the Rules and Regulations of the Association, or its Board of Directors, it may discipline such member by depriving him/her of his/her use or voting privileges or both for such period of time as the Board of Directors shall determine, but in no event more than thirty (30) days except in the case of a default in the payment of dues or assessments and then, in no event, beyond the duration of the continuance of such default.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of DEL MAR DOWNS HOMEOWNERS ASSOCIATION, a California corporation; and

2. The foregoing Bylaws comprising of twenty-three (23) pages, including this page, constitute the Bylaws of the corporation duly adopted at the meeting of the Board of Directors thereof duly held on SEPTEMBER 13, 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this 8th day of FEBRUARY, 1982.

Corrie K. Johnson
Secretary

(Corporate Seal)

GARY ALAN KOHLS

Gary Alan Kohls

Q } 33

On February 8, 1982, before me, the undersigned, a Notary Public in and for
said State, personally appeared _____

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX *CONNIE J. JOHNSON*~~

known to me to be the _____ Secretary of the corporation that executed the within instrument,
and known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and ac-
knowledgeed to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.

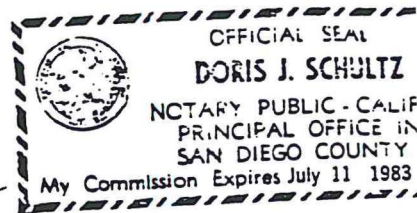
 OFFICIAL SEAL
DORIS J. SCHULTZ
NOTARY PUBLIC - CALIF.

WITNESS my hand and official seal.

Signature Douglas E. Wells

Doris J. Schultz

Name (Typed or Printed)



(This area for official notarial seal)

Form 3002—(Corporation) First American Title Company

(Individual)

Form 1825-379

COUNTY OF SAN DIEGO

SS.

On 2-6 82

On 2-6 82 before me, the undersigned, a Notary Public in and for said State, personally appeared GARY ALAN KOHLS

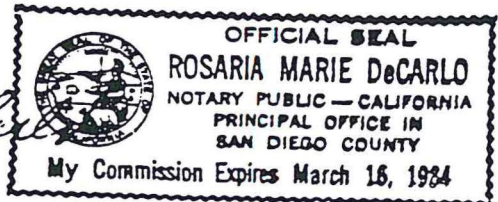
_____, known to me
to be the person _____ whose name _____ IS _____ subscribed
to the within instrument and acknowledged that _____ HE _____
executed the same.

WITNESS my hand and official seal

Signature Osama H. Al Gadi

ROSARIA MARIE DE CARLO

Name (Typed or Printed)



↓—STAPLE HERE—→

FILED: County Clerk
San Diego County
June 22, 1972



OFFICE OF THE
SECRETARY OF STATE

I, *EDMUND G. BROWN JR.*, 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

JUN 15 1972

Edmund G. Brown Jr.
Secretary of State

658356

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

JUN 14 1972

EDMUND G. BROWN Jr., Secretary of State
By JAMES E. HARRIS
Deputy.

ARTICLES OF INCORPORATION

OF

DEL MAR DOWNS HOMEOWNERS ASSOCIATION

ONE: The name of this corporation ("Association" herein) is DEL MAR DOWNS HOMEOWNERS ASSOCIATION.

TWO: The purposes for which the Association is formed are:

(a) The specific and primary purposes are to provide for maintenance, preservation and architectural control of a condominium project or projects on real property located in the County of San Diego, State of California.

(b) The general purposes and powers are:

(1) To promote the health, safety and welfare of the residents within the above-described property;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from any covenants or restrictions applicable to the above-described property;

(3) To fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration of

Restrictions applicable to such property; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(4) To 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;

(5) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(6) To have and to 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; and

(7) To act in the capacity of principal, agent, joint venturer, or partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall be in no wise limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association:

THREE: The Association is organized pursuant to the General Nonprofit Corporation Law of the State of California.

FOUR: The County in this State where the principal office for the transaction of the business of the Association is located is San Diego County.

FIVE: The authorized number and qualifications of members of the Association, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the Bylaws.

SIX: The names and addresses of the persons who are to act in the capacity of Directors until the selection

of their successors are: ROBERT A. OAKES, 935 Bank of America Building, San Diego, California; ALEX C. McDONALD, 935 Bank of America Building, San Diego, California; PETER E. RIDDLE, 935 Bank of America Building, San Diego, California; RUTH OSUNA, 935 Bank of America Building, San Diego, California; and MIRIAM T. WEST, 935 Bank of America Building, San Diego, California.

SEVEN: Amendment of these Articles shall require the assent of the members representing at least 75% of the voting interest then entitled to vote as provided in the Bylaws.

EIGHT: The Association is one which does not contemplate pecuniary gain or profit to the members thereof and it is organized solely for nonprofit purposes. Upon the winding up and dissolution of the Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to a nonprofit fund, foundation or corporation, which is organized and operated exclusively for charitable, educational, and/or scientific purposes and which has established its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code. If the Association holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which the

Association's principal office is located, upon petition therefor by the Attorney General or by any person concerned in the liquidation.

IN WITNESS WHEREOF, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation June 9, 1972.

Robert A. Oakes
ROBERT A. OAKES

Alex C. McDonald
ALEX C. McDONALD

Peter E. Riddle
PETER E. RIDDLE

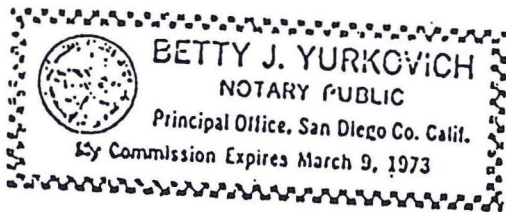
Ruth Osuna
RUTH OSUNA

Miriam T. West
MIRIAM T. WEST

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On June 9, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT A. OAKES, ALEX C. McDONALD, PETER E. RIDDLE, RUTH OSUNA and MIRIAM T. WEST, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation, as incorporators, and who are also named therein as directors, and each duly acknowledged to me that he or she executed the same.

WITNESS my hand and official seal.



Betty J. Yurkovich

Notary Public in and for said
County and State