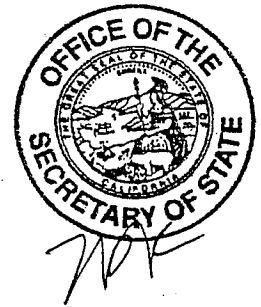
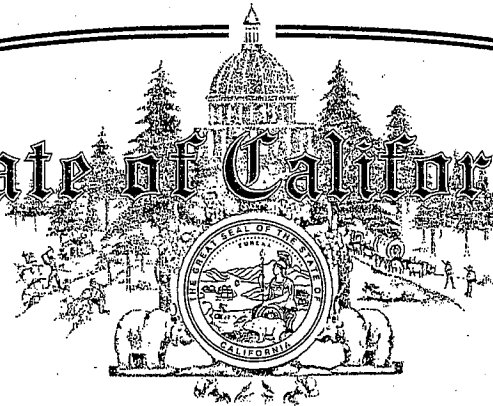


2294545

# State of California



## SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

MAR 03 2003



*Kevin Shelley*

Secretary of State

2294545

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

FEB 28 2003

KEVIN SHELLEY  
Secretary of State

## ARTICLES OF INCORPORATION

### AMES RANCH OWNERS ASSOCIATION

#### 1. NAME OF CORPORATION

The name of this corporation is AMES RANCH OWNERS ASSOCIATION, (hereinafter referred to as the "*Association*").

#### 2. PURPOSES

The purposes for which the Association is formed are as follows:

(a) This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit corporation law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

(b) The specific and primary purpose of the Association is to act as a "management body" for the preservation, maintenance, improvement and architectural control of the Common Area, which comprises *AMES RANCH*, a Planned Development Common Interest Development (hereinafter referred to as the "*Project*") in San Diego County, California.

The Association may also exercise the powers granted to a nonprofit mutual benefit corporation enumerated in Section 7140 of the Corporation Code. In addition, the Association may exercise the powers granted to an Association by Section 383 of the Code of Civil Procedure, or any amendment thereto, and the powers granted to the Association in the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.).

The foregoing clauses concerning the purposes of the Association shall be considered as a statement of both purposes and powers; and the purposes and powers in each clause shall, except where otherwise expressed, be in no manner limited or restricted by reference to or inference from the terms or provisions of any other clause but shall be regarded as independent purposes and powers. Notwithstanding the foregoing,

the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific and primary purpose of the Association.

### 3. INITIAL AGENT

The name and address in the State of California of the corporation's initial agent for service of process is:

MICHAEL GRANT  
1488 PIONEER WAY, SUITE 5  
EL CAJON, CA 92020

### 4. CORPORATE ADDRESS; LOCATION; ZIP CODE

(a) The initial corporate address of the Association is, and the initial managing agent as defined in Civil Code Section 1363.1 is:

AMES RANCH OWNERS ASSOCIATION  
c/o MICHAEL GRANT  
1488 PIONEER WAY, SUITE 5  
EL CAJON, CA 92020

(b) The nearest streets to the Project are:

BONITA FARMS COURT  
BONITA RANCH COURT  
CENTRAL AVENUE

(c) The nine digit zip code of the physical location of the Project was not available as of the date of the filing of these Articles. The five digit zip code is: **92008**

### 5. RIGHTS OF MEMBERS

The rights of members, number of members, and manner of election of the Board of Directors and all other matters concerning the operation and governance of the Association shall be as set forth in the Bylaws.

### 6. NONPROFIT STATUS; DISSOLUTION

The Association is intended to qualify as a homeowners' association under the applicable provisions of the Internal Revenue Code and of the Revenue and Taxation Code of California. No part of the net earnings of this organization shall inure to the benefit of any private individual, except as expressly provided in those sections with respect to the acquisition, construction or provision for management, maintenance and care of the Association property and other than by a rebate of excess membership dues, fees or assessments. So long as there is any Residential Lots or Association Property Lot for which the Association is obligated to

provide management, maintenance, preservation or control, the Association shall not transfer all or substantially all of its assets or file a Certificate of Dissolution without the approval of one hundred percent (100%) of the members. On the dissolution or winding up of the Association, upon or after termination of the Project, in accordance with the provisions of that certain Declaration of Covenants, Conditions and Restrictions for "Ames Ranch" (the "Declaration") recorded in the Office of the San Diego County Recorder on February 21, 2003 as Document No. 2003-0197113, the assets of the Association remaining after payment, or provision for payment, of all debts and liabilities of the Association, shall be distributed to the members (as defined in the Declaration) in accordance with their respective rights therein.

## 7. AMENDMENTS

Amendments to these Articles of Incorporation shall require (a) at least fifty-one percent (51%) of the total voting power of the governing body, and (b) the assent (by vote or written consent) of members representing fifty-one percent (51%) or more of the voting power of each class of members; provided, however, that after conversion of the Class B membership to Class A membership, amendment to these Articles of Incorporation shall require the assent (by vote or written consent) of (i) fifty-one percent (51%) or more of the total voting power of the governing body (ii) fifty-one percent (51%) or more of the voting power of members other than Declarant (as defined in the Declaration), and (iii) at least fifty-one percent (51%) of the voting power of the Association. However, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

## 8. MEMBERSHIP

Every Person who is a record owner of a fee or undivided fee interest in any Residential Lot which is subject by covenants of record to assessment by the corporation shall be a member of the corporation. 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 Residential Lot which is subject to assessment by the corporation.

## 9. CLASSES OF MEMBERS

The Association shall have two classes of voting membership:

### 9.1. CLASS A.

Each Member, other than the Declarant, shall be a Class A member. Class A membership entitles the holder to one (1) vote for each Residential Lot of which he or she is record owner. If a Residential Lot is owned by more than one person, each such person shall be a Member of the Association, but there shall be no more than one (1) vote for each Residential Lot.

9.2.

**CLASS B.**

The Declarant is a Class B Member. Class B membership entitles the holder to three (3) votes for each Residential Lot of which the Declarant is record owner. The Class B membership shall be irreversibly converted to Class A membership on the first to occur of the following:

(a) When the total outstanding votes held by the Class A Members are equal to or greater than the total outstanding votes held by the Class B Member; or

(b) Two (2) years following the first Close of Escrow (as defined in the Declaration).

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, the undersigned has executed these Articles of Incorporation this 23rd day of February 2003.



Steven E. Rodick  
Incorporator

