

2526356

ARTICLES OF INCORPORATION
OF
727 ROBINSON
HOMEOWNERS ASSOCIATION

ENDORSED & FILED
in the office of the Secretary of State
of the State of California

AUG 30 2006

ARTICLE 1

NAME

1.01 The name of this corporation (hereinafter also referred to as the "Association") is 727 ROBINSON HOMEOWNERS ASSOCIATION.

ARTICLE 2

AGENT FOR SERVICE OF PROCESS

2.01 The name and address in the State of California of this corporation's initial agent for service of process is Ms. Judy Preston, Robinson-Hillcrest 92103, LLC, c/o Bankers Hill Properties, Inc., 2670 Fifth Avenue, San Diego, California 92103-6602.

ARTICLE 3

LOCATION OF OFFICE; MANAGING AGENT

3.01 At this time, the business and corporate office of the Association is located at Robinson-Hillcrest 92103, LLC, c/o Bankers Hill Properties, Inc., 2670 Fifth Avenue, San Diego, California 92103-6602, which is not on the site of the common interest development. The address (including name of front street and 9-digit ZIP code) of the physical location of the common interest development is 727 Robinson Avenue, San Diego, California 92103-4379, and the nearest major cross street is Seventh Avenue.

3.02 At this time, the Association has no managing agent.

ARTICLE 4

PURPOSES OF THE ASSOCIATION

4.01 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.

4.02 This corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

4.03 This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific primary purposes for which it is formed are to provide for the management, administration, maintenance, preservation and architectural control of the residence Units and Common Area within that certain Project more particularly described in that certain Declaration Of Covenants, Conditions And Restrictions for the 727 ROBINSON condominium development in San Diego County, hereinafter called the "Declaration," and to promote the health, safety and welfare of all the residents within said Project, and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose, all according to the provisions of said Declaration.

4.04 Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this corporation.

4.05 The Association may also exercise the powers granted to a nonprofit mutual benefit corporation enumerated in Section 7140 of the California Corporation Code. In addition, the Association may exercise the powers granted to a corporation by Section 1368.3 of the Civil Code and the powers granted to a corporation by the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et.seq.).

ARTICLE 5

DISSOLUTION

5.01 This 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 of the Declaration applicable 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 Unit or parcel for which the Association is obligated to provide management, maintenance, preservation or control, the Association may 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. In the event of the dissolution, liquidation, or winding-up of the Association upon or after termination of the Project in accordance with provisions of the Declaration, its assets remaining after payment or provision for payment of all debts and liabilities of the Association shall be divided among, and be distributed to, the Members in accordance with their respective rights therein.

ARTICLE 6

AMENDMENTS

6.01 These Articles may be amended only by the affirmative vote (in person or by proxy) or written consent of a majority of the Board of Directors and of Members representing at least seventy-five percent (75%) of the voting power of the Association, which shall include at least a majority of the votes of Members other than the Declarant, or where the two class voting structure is still in effect as provided in the Project Documents, at least seventy-five percent (75%) of each class of membership.

6.02 Notwithstanding the above requirements, the percentages of the voting power of the Association (or of Members other than Declarant) necessary to amend a specific clause or provision of these Articles shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

ARTICLE 7

LENDER APPROVAL

7.01 In the event that any loan on any Unit in the Project has been submitted to and accepted by the Department Of Veterans Affairs (VA) or the Federal Housing Administration (FHA) or the Department Of Housing And Urban Development (HUD), any annexation of additional properties, mergers and consolidations, mortgaging the Common Area, and amendment of the Articles shall require the prior written approval of this agency as long as the two-class voting structure is still in effect for the Association.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, the person or entity identified hereinbelow as the "Incorporator," by and through its authorized officer, member, or other legal representative, if applicable, has executed these Articles of Incorporation on the date hereinbelow set forth, and declares that this instrument is his/her/its act and deed. The person whose name is subscribed to these Articles hereby certifies that he/she executed the same in his/her authorized capacity or capacities, if applicable, and that, if applicable, by his/her signature on this instrument, the entity or entities on behalf of which the person acted, executed this instrument.

Dated: 8/28/08



JUDY PRESTON,
Incorporator

