

# **ARTICLES OF INCORPORATION OF OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION**

## **ARTICLE I**

### NAME

The name of this corporation is OAK PARK LEISURE GARDENS HOME OWNERS ASSOCIATION, hereinafter referred to as the "Association".

## **ARTICLE II**

### PURPOSES AND POWERS

- A. The specific and primary purposes for which this Association is formed are to provide for the management, administration, maintenance, preservation, and architectural control of the residence Lots and Common Area within that certain tract of property situated in the City of Arroyo Grande, County of San Luis Obispo, State of California ("the Properties"), more particularly described in the Declaration of Covenants, Conditions and Restrictions establishing a planned unit development ("Declaration"), recorded June 5, 1979 in Book 2159, page 945, Official Records, San Luis Obispo County, and to promote the health, safety, and welfare of all the residents within the above described property and any additions to that property as may be brought within the Jurisdiction of this Association for these purposes Pursuant to Article II of that Declaration.
- B. In furtherance of the above purposes, the Association shall have the following specific powers, in addition to and not in limitation of any and all powers, rights, and privileges which a corporation organized under the General Nonprofit Corporation Law of State of California by law may now or hereafter have or exercise:
1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the provisions of the Bylaws and the Declaration:
  2. To fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration:
  3. To pay all expenses in connection with the powers granted in subparagraph 2, 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 and, with the assent of two-thirds (2/3) of the voting power residing in each class of members of the Association, to 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 dedicate, sell, or transfer all or any part of the Common Area to any public agency, or authority, or utility for those purposes and subject to those conditions as may be agreed to by the members of the Association, provided that no sale, dedication or transfer shall be effective unless an instrument has been signed by members representing two-thirds (2/3) of the voting power residing in each class of members agreeing to a dedication, sale, or transfer:
7. To participate in mergers or consolidations with other non-profit corporations organized for the same purposes, provided that any merger or consolidation shall have the assent, by vote, of members representing two-thirds (2/3) of the voting power residing in each class of members of the Association: and
8. Annex additional residential properties and common areas in accordance with the provisions of Article II of the Declaration.

### **ARTICLE III**

#### STATEMENT OF CORPORATE NATURE

This Association is organized pursuant to the General Nonprofit Corporation Law of the State of California.

### **ARTICLE IV**

#### PRINCIPAL OFFICE

The county in the State of California in which the principal office for the transaction of the business of this Association is located in San Luis Obispo County.

### **ARTICLE V**

#### MEMBERSHIP

The qualifications of members of this Association, the voting, property and other rights and privileges of members and the liability of members for dues or assessments and the methods of collection of dues and assessments shall be as set forth in the Bylaws of this Association.

### **ARTICLE VI**

#### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of three directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but in no event shall there be less than three (3) directors. 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>
Charles B. O'Neal	1173 A El Camino Real Arroyo Grande, CA 93420
Ruben Kvidt	1173 B El Camino Real Arroyo Grande, CA 93420
Charles A. Fusco	1173 A El Camino Real Arroyo Grande, CA 93420

## **ARTICLE VII**

### 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 or persons in charge of the liquidation shall divide the remaining assets among the members in accordance with their respective rights therein.

## **ARTICLE IX**

### AMENDMENTS

These Articles may be amended, at a regular or special meeting of the members held in accordance with the provisions of the Bylaws for the Association, only by the vote or written consent of both the Class A members (excluding the votes of Declarant when the Class B membership ceases) and Class B members present in person or by proxy and representing at least 51% of a quorum of each respective class: provided, that the percentage of the voting power necessary to amend a specific clause or provision of these Articles shall at no time be less than the prescribed percentage of affirmative votes required for action to be taken under the clause to be amended. The terms "Declarant" and "Quorum" are more particularly defined in the Declaration and Bylaws for the Association respectively.

**For reference only. Please contact Yost Management for a copy of the documents which include signatures and seals.**