THE COLONY AT CALIFORNIA OAKS HOMEOWNERS ASSOCIATION
VOTE TO ACQUIRE, RESTORE, MANAGE, OPERATE AND MAINTAIN CALIFORNIA OAKS GOLF CLUB

EXHIBIT "A"
DETAILS OF MEMBER VOTE

ACQUISITION OF CALIFORNIA OAKS GOLF CLUB ("GOLF CLUB")

It is possible that the Association will have an opportunity to acquire the Golf Club during the litigation process. If the event that opportunity arises, the Board needs to know whether The Colony membership supports the Association taking this action. If the Association is able to acquire the Golf Club, the Association will create a new legal entity to own the Golf Club to attempt to ensure the continued operation of the Golf Club (including the golf course, restaurant and pro shop), and attempt to ensure the Golf Club property and facilities are restored to an acceptable condition and thereafter properly maintained.

The Board proposes setting a maximum purchase price for the Golf Club of $1.5 million.

SPECIAL ASSESSMENT

To cover the costs of acquiring the Golf Club and restoring, managing, operating and maintain the Golf Club property and facilities (including the fingers and slopes), the Board proposes a special assessment in the amount of three million one hundred sixty-four thousand seventy dollars ($3,164,070.00) (i.e. **$1,995.00 per lot**) ("Special Assessment"). This Special Assessment would be due and payable to the Association in one lump sum sixty (60) days after the date notice of the outcome of the vote and confirmation of the acquisition of the Golf Club is sent to members. The Board currently anticipates the Special Assessment would be due on or around July 5, 2022.

The Board originally planned to give members the option of paying the Special Assessment in installments. However, the Board has since determined that this option is not feasible for two reasons. First, a lien would need to be placed on the lots of members paying the Special Assessment in installments in order to secure the debt. The costs associated with the lien process, which the owners paying in installments would have to bear, would be close to the amount of the Special Assessment. In other words, owners choosing to pay the Special Assessment in installments would pay closer to $4,000 per lot. Second, if a significant number of owners elected to pay in installments, the Association would not have the funds needed to acquire the Golf Club and provide the legal entity created to restore, manage, operate and maintain the Golf Club property (including the fingers and slopes) with the funds initially needed to perform these functions. The Association would be forced to either obtain a loan or use reserves or equity funds to fund the restoration, or postpone the restoration of the Golf Club property and facilities.

It is not the Board's intention to increase regular assessments to fund these activities.

MANAGEMENT AND OPERATION OF GOLF CLUB

As recommended by the Association's certified public accountant, the Association will create a separate legal entity (i.e., a c corporation or limited liability company) to restore, manage, operate and maintain the Golf Club.

AMENDMENT OF CC&RS

The Association's 2016 Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") must be amended in order to grant the Association the power to: 1) acquire the Golf Club; 2) create a separate legal entity for this purpose as recommended by the Association's CPA; and 3) enter into a shared use and maintenance agreement with the new separate legal entity created to manage and operate the Golf Club or any other entity that acquires the Golf Club, and use assessment monies to cover the Association's obligations under this agreement. Additionally, the amendment of the Declaration is needed to

update provisions that address third-party ownership of the Golf Club and property and the legal description of the golf course property.

OTHER AUTHORIZED ACTIONS

In order to acquire the Golf Club and establish a separate legal entity to restore, manage, operate and maintain the Golf Club property and facilities, the Association's Board will need to execute the contracts and other documents necessary or prudent to take these actions. Additionally, the Board will need to undertake other acts, such as obtaining the services of a tax accountant, CPA, legal counsel and other consultants and experts.

MEMBER APPROVAL REQUIREMENTS

There are different member approval requirements for the various actions required for the Association to acquire the Golf Club, create a separate legal entity to restore, manage and operate the Golf Club facilities and property, enter into a shared use and maintenance agreement with that entity, and use assessment monies to fulfil the Association's obligations under that agreement. Specifically, the approval requirement to approve the needed amendments to the Declaration is greater than the approval requirement to levy the Special Assessment or undertake the other proposed actions. For this reason, **the Golf Club will only be acquired, the Special Assessment levied, and the other proposed actions undertaken if the Association receives affirmative votes from enough members to amend the Declaration (i.e., affirmative votes from the owners of at least 809 Lots (51% of the members).**

If you are interested in the individual approval requirement for each action to be taken, this information is provided below:

Acquire the Golf Club and Create a Separate Legal Entity to Manage the Golf Club Property and Facilities: In accordance with Section 4.6.2 of the Association's Bylaws, the approval of at least a majority of members voting when a quorum is present is required to acquire the Golf Club and create a separate legal entity to restore, manage, operate and maintain the Golf Club property and facilities. Bylaws section 4.7 provides that a quorum is 51% of the members (i.e., the owners of at least 809 lots).

Levy the Special Assessment: In accordance with California Civil Code section 6505(b) and Declaration section 8.6, the approval of at least a majority of members when a quorum is present is required to impose the Special Assessment. For the purpose of this vote, a quorum is more than 50% of the members (i.e., the Owners of at least 794 Lots).

Amend the Declaration: In accordance with Declaration Section 19.6.1, the approval of at least 51% of the members (i.e. the owners of at least 809 Lots) is required to amend the Declaration.

THE COLONY AT CALIFORNIA OAKS HOMEOWNERS ASSOCIATION

EXHIBIT "B"
PROPOSED AMENDMENTS TO CC&Rs

Proposed additions are in **bold** type. Proposed deletions are in ~~**bold lined-through**~~ type.

ARTICLE 3 – RESERVATION OF EASEMENTS AND OTHER PROPERTY RIGHTS IN THE COMMON AREA

3.10 Golf Course.

3.10.1 Assumption of Risk and Indemnification. Each Owner, by purchasing a Lot in the Community, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Course (also referred to herein as the "Golf Course Property," the legal description of which is set forth as "Exhibit C" hereto), including without limitation: (i) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset), (ii) noise caused by golfers, (iii) use of pesticides, herbicides and fertilizers, provided the same are used in accordance with accepted industry standards, (iv) use of effluent in the irrigation of the Golf Course, (v) reduction in privacy caused by constant golf traffic on the Golf Course or the removal or pruning of shrubbery or trees on the Golf Course, (vi) errant golf balls and golf clubs, and (vii) design of the Golf Course. Each such Owner agrees that neither the current owner and **or** operator of the Golf Course Property, subsequent owners and operators of the Golf Course, nor the Association, shall be liable to Owner or any other Person claiming any loss or damage, including without limitation indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to a remedy based upon, due to, arising from, or otherwise related to the proximity of Owner's Lot to the Golf Course, including without limitation any claim arising in whole or in part from the negligence of the Association. The Owner hereby agrees to indemnify and hold harmless the current owner and operator of the Golf Course Property, subsequent owners and operators of the Golf Course, and the Association, against any and all claims by Owner's visitors, tenants, and others upon such Owner's Lot.

3.10.2 Easements for Access to Golf Course Property. The owner and operator of the Golf Course Property, has a nonexclusive easement for ingress and egress into and over all private streets and other portions of the Common Area as may be necessary for access to and for the development, construction, operation, maintenance, repair, use and enjoyment of the Golf Course Property, provided, however, that such use is subject to the right of Association to impose conditions on use, including without limitation a reasonable charge for parking on the private streets and other Common Areas owned by the Association. Such nonexclusive easement shall include the rights of guests, invitees, visitors, golf course members and other members of the public to use the private streets for access to the Golf Course Property. Said nonexclusive easement shall include the right to install, operate, maintain, repair and replace any and all water, gas, telephone, electrical and other utility services necessary or convenient to serve the Golf Course Property. The exercise of the access and utility rights created and reserved in this Subsection shall not unreasonably interfere with the use and enjoyment of the Common Area by the Owners.

3.10.3 Golf Course Access Restriction. The Owner of each Lot abutting any portion of the Golf Course Property, by accepting a deed to that Lot, acknowledges that the owner of the Golf Course Property does not permit access to the Golf Course Property directly from any such Lot. Such access is permitted only through the Golf Course pro shop and such other entry points as the owner of the Golf Course Property may, from time to time, specifically designate. Accordingly, each such Owner agrees not to access the Golf Course Property directly from his Lot and shall not permit any of his family, guests, invitees or any other person to do so. The Association shall have the right to enforce this access restriction directly against any Owner who violates it by any and all means authorized in the Declaration.

3.10.4 Contribution to Entry Area Expenses. ~~**Commencing with the opening of the Golf Course for play by members of the general public, and f**~~**For** so long as the Golf Course is open for public play, the operator of the Golf Course**, if other than a legal entity established by the Association,** shall be obligated for one-fourth of such costs incurred by the Association in connection with:

(a) Operation, maintenance, repair and replacement of the controlled access gates and guardhouse located at the entrance to the Community at the intersection of Avenida Florita (Lot B of Tract 21072-1) and Colony Drive (Lot C of Tract 21072-1), including without limitation the cost of painting the guardhouse, maintaining and replacing signs and monuments on said property, repairing and replacing furniture and equipment, and maintaining and replacing landscaping located adjacent thereto, maintaining, repairing and replacing mechanical equipment, fences and gates [including gate arms], and utilities related to operation of the gates and guardhouse, such as phone, electricity, and water, but specifically excluding therefrom any costs associated with the staffing or management attributable thereto;

(b) Costs of operation, maintenance, repair and replacement of landscape and irrigation improvements and monument signs, if any, located and constructed on Lots 159 and 160 of Tract 21072-1; and

(c) A pro rata share of the maintenance costs (including attributable reserves) for those portions of Avenida Florita and Colony Drive which provide vehicular access to the Golf Course. Such costs shall include without limitation the costs of slurry and asphalt, but shall expressly exclude any landscaping, irrigation or maintenance costs attributable to parkway or median landscape strips adjacent to such streets.

The Association shall present an itemized invoice on a quarterly basis to the owner of the Golf Course which shall include only actual costs incurred, and shall exclude management or administrative damages.

3.10.5 No Amendments. Notwithstanding any other provision of the Declaration to the contrary, no portion of this Section 3.10 may be amended without the express written consent of the then-current Owner of the Golf Course **if other than a legal entity created by the Association**.

ARTICLE 20
GOLF CLUB AND GOLF CLUB PROPERTY AND FACILITIES

20.1 *Powers*. In addition to the powers and duties enumerated in Sections 7.2 of this Declaration, the Board for and on behalf of the Association, shall have the right and power to:

20.1.1 Acquire the California Oaks Golf Club ("Golf Club"), including the Golf Course Property, as more particularly described in Exhibit "C", and the facilities located therein and thereon;

20.1.2 Create a separate legal entity to own, restore, manage, operate and maintain the Golf Club, including without limitation, the golf course, restaurant and pro shop ("Golf Club Facilities");

20.1.3 Transfer the Golf Club, including the Golf Course Property and Golf Club Facilities, to a separate legal entity created for the purpose of owning, restoring, managing, operating and maintaining the Golf Course Property and Golf Club Facilities;

20.1.4 Hire consultants and other personnel as the Board deems necessary or prudent to assist in the aforementioned acts;

20.1.5 Enter into a shared use and maintenance agreement with any owner of the Golf Club and treat all financial obligations under this agreement as a Common Expense; and

20.1.6 Perform any and all other acts which may be necessary, prudent or appropriate in furtherance of these objectives.

SEE NEXT PAGE FOR AMENDED EXHIBIT "C" TO CC&RS

AMENDED EXHIBIT “C” TO CC&RS

EXHIBIT "C" - GOLF COURSE

"GOLF COURSE PROPERTY"

PARCEL 1:

THOSE PORTIONS OF PARCELS 19 AND 20 OF PARCEL MAP 22436, IN THE CITY OF MURRIETA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 144, PAGES 43 THROUGH 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 2606, RECORDED JANUARY 14, 1988 AS INSTRUMENT NO. 10553, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF JACKSON AVENUE AND NUTMEG ROAD AS SHOWN ON SAID PARCEL MAP NO. 22436;

THENCE SOUTHEASTERLY ON THE "SURVEY LINE" IN JACKSON AVENUE, BEARING SOUTH 41° 18' 13" EAST 2,650.59 FEET;

THENCE SOUTH 41° 45' 19" EAST 519.41 FEET;

THENCE NORTH 48° 14' 41" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 41° 45' 19" EAST 1,102.24 FEET TO THE MOST WESTERLY CORNER OF TRACT 21072-1 RECORDED IN BOOK 189, PAGES 94 THROUGH 102 IN THE OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 48° 14' 41" EAST 28.00 FEET;

THENCE SOUTH 75° 03' 57" EAST 17.95 FEET;

THENCE NORTH 48° 14' 41" EAST 128.14 FEET TO A TANGENT 350.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE 107.17 FEET NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 32' 37"; THE END POINT OF SAID CURVE HAVING A RADIAL BEARING OF SOUTH 24° 12' 42" EAST;

THENCE SOUTH 24° 12' 42" EAST 15.00 FEET, TO A 95.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHWESTERLY, A RADIAL TO SAID CURVE BEARS SOUTH 24° 12' 42" EAST;

THENCE 29.09 FEET NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17° 32' 37";

THENCE NORTH 48° 14' 41" EAST 162.39 FEET TO A TANGENT 425.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE 122.49 FEET NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 30' 50" THE END POINT HAVING A RADIAL BEARING OF SOUTH 58° 16' 09" EAST;

THENCE NORTH 75° 22' 26" WEST 26.20 FEET, TO A TANGENT 175.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE 131.41 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43° 01' 29" TO A TANGENT 145.00 FOOT RADIUS REVERSE CURVE;

THENCE 530.66 FEET ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 209° 41' 11";

THENCE SOUTH 88° 42' 44" EAST 158.48 FEET, TO A TANGENT 423.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY;

THENCE 98.47 FEET EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 18";

THENCE SOUTH 75° 22' 26" EAST 26.81 FEET, TO A NON-TANGENT 425.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL TO SAID CURVE BEARS NORTH 87° 48' 12" EAST;

THENCE 165.99 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 22' 41"; SAID END POINT HAVING A RADIAL BEARING OF NORTH 65° 25' 31" EAST;

THENCE SOUTH 61° 51' 01" WEST 49.49 FEET, TO A TANGENT 523.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY;

THENCE 204.56 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 24' 34";

THENCE SOUTH 84° 15' 35" WEST 178.89 FEET, TO A TANGENT 143.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;

THENCE 512.16 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 205° 12' 32", TO A TANGENT 277.00 FOOT RADIUS REVERSE CURVE;

THENCE 230.21 FEET EASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 47° 37' 06";

THENCE NORTH 61° 51' 01" EAST 51.60 FEET, TO A NON-TANGENT 775.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL TO SAID CURVE BEARS SOUTH 65° 08' 31" WEST;

THENCE 260.96 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 17' 35"; A RADIAL TO SAID END POINT BEARS SOUTH 84° 26' 06" WEST;

THENCE NORTH 49° 24' 13" WEST 17.72 FEET;

THENCE SOUTH 02° 51' 12" EAST 25.76 FEET, TO A TANGENT 161.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST;

THENCE 264.96 FEET SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94° 17' 34";

THENCE NORTH 88° 33' 39" WEST 195.55 FEET, TO A TANGENT 161.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE 245.24 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87° 16' 27";

THENCE NORTH 01° 17' 11" WEST 353.19 FEET;

THENCE NORTH 00° 09' 11" WEST 312.43 FEET, TO A TANGENT 161.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 284.42 FEET NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101° 13' 02" TO A TANGENT 377.00 FOOT RADIUS REVERSE CURVE, CONCAVE NORTHWESTERLY; A RADIAL TO THE POINT OF REVERSE CURVE BEARS NORTH 11° 03' 51" EAST;

THENCE 452.68 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 68° 47' 53", TO A TANGENT 161.00 FOOT RADIUS REVERSE CURVE, A RADIAL TO THE POINT OF REVERSE CURVE BEARS SOUTH 57° 44' 02" EAST;

THENCE 201.95 FEET NORTHEASTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 71° 52' 03";

THENCE SOUTH 75° 51' 59" EAST 75.43 FEET, TO A NON-TANGENT 925.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL TO SAID CURVE BEARS SOUTH 82° 34' 48" EAST;

THENCE 55.76 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 27' 14";

THENCE NORTH 03° 57' 58" EAST 27.70 FEET;

THENCE NORTH 41° 58' 55" WEST 31.70 FEET, TO A NON-TANGENT 525.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, A RADIAL TO SAID CURVE BEARS SOUTH 02° 18' 06" WEST;

THENCE 183.24 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 59' 53" THE END POINT HAVING A RADIAL BEARING OF SOUTH 22° 17' 59" WEST;

THENCE SOUTH 35° 50' 57" WEST 59.61 FEET, TO A TANGENT 473.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, A RADIAL TO SAID CURVE BEARS SOUTH 54° 09' 03" EAST;

THENCE 609.60 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 73° 50' 34";

THENCE NORTH 70° 18' 29" WEST 90.02 FEET, TO A TANGENT 161.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE 288.31 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 102° 36' 11";

THENCE NORTH 32° 17' 42" EAST 154.55 FEET, TO A TANGENT 423.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE 162.80 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 03' 07";

THENCE NORTH 54° 20' 49" EAST 199.42 FEET, TO A NON-TANGENT 820.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO SAID CURVE BEARS SOUTH 57° 55' 23" WEST;

THENCE 101.54 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 05' 41";

THENCE SOUTH 84° 38' 09" WEST 40.66 FEET, TO A TANGENT 145.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE 474.41 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 187° 27' 34";

THENCE NORTH 00° 25' 10" EAST 111.76 FEET;

THENCE NORTH 05° 21' 51" WEST 223.71 FEET, TO A TANGENT 777.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE 189.93 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14° 00' 20";

THENCE NORTH 19° 22' 11" WEST 157.50 FEET, TO A TANGENT 1, 323.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 228.91 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 54' 48";

THENCE NORTH 09° 27' 23" WEST 203.94 FEET; TO A TANGENT 163.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 252.69 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88° 49' 26";

THENCE NORTH 79° 22' 03" EAST 111.15 FEET, TO A POINT ON A NON-TANGENT 380.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, A RADIAL TO SAID CURVE BEARS NORTH 68° 02' 29" EAST, SAID POINT BEING THE MOST SOUTHERLY CORNER OF PARCEL 3 OF PARCEL MAP 24820, SAID MAP BEING RECORDED IN BOOK 160, PAGES 53 THROUGH 57 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTRY RECORDER OF SAID COUNTY.

THENCE ALONG THE BOUNDARY OF SAID PARCEL MAP 24820 AS FOLLOWS:

602.20 FEET WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 47' 56" A RADIAL TO SAID END POINT BEARS NORTH 22° 45' 27" WEST;

THENCE SOUTH 15° 21' 28" EAST 19.35 FEET TO A NON-TANGENT 143.00 FOOT RADIUS CURVE, A RADIAL AT THE END POINT OF SAID CURVE BEARS NORTH 15° 21' 28" WEST, CONCAVE SOUTHEASTERLY;

THENCE 380.04 FEET EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 152° 16' 08";

THENCE SOUTH 46° 54' 40" WEST 259.20 FEET TO A TANGENT 177.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY;

THENCE 222.85 FEET SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 08' 17", TO A TANGENT 161.00 FOOT RADIUS REVERSE CURVE;

THENCE 272.61 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97° 00' 50";

THENCE SOUTH 71° 47' 13" WEST 135.97 FEET;

THENCE SOUTH 22° 15' 39" EAST 102.00 FEET TO A TANGENT 1,040.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE 186.02 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 14' 54" THE END POINT OF SAID CURVE BEARS NORTH 77° 59' 15" EAST;

THENCE SOUTH 55° 51' 08" EAST 34.63 FEET;

THENCE NORTH 80° 18' 29" EAST 15.44 FEET;

THENCE NORTH 23° 43' 37" WEST 116.45 FEET TO A TANGENT 143.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 490.03 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 196° 20' 23";

THENCE SOUTH 07° 23' 14" EAST 185.15 FEET TO A TANGENT 623.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE 65.84 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06° 03' 19";

THENCE SOUTH 01° 19' 55" EAST 407.97 FEET TO A TANGENT 477.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 146.99 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17° 39' 22";

THENCE SOUTH 18° 59' 17" EAST 108.17 FEET TO A TANGENT 143.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE 486.59 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 194° 57' 41";

THENCE NORTH 04° 01' 36" WEST 44.03 FEET;

THENCE SOUTH 78° 41' 13" WEST 26.74 FEET;

THENCE SOUTH 11° 18' 47" EAST 62.23 FEET TO A TANGENT 420.00 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE 242.47 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33° 04' 37";

THENCE SOUTH 21° 45' 50" WEST 62.50 FEET TO A TANGENT 480.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 159.05 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 59' 06", A RADIAL TO THE END POINT OF SAID CURVE BEARS NORTH 87° 13' 16" WEST;

THENCE SOUTH 44° 09' 59" EAST 36.54 FEET;

THENCE NORTH 88° 53' 17" EAST 30.52 FEET;

THENCE NORTH 01° 51' 43" EAST 188.20 FEET TO A TANGENT 143.00 FOOT RADIUS CURVE, CONCAVE EASTERLY;

THENCE 512.23 FEET NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 205° 14' 04", TO A TANGENT 277.00 FOOT RADIUS REVERSE CURVE, A RADIAL TO SAID POINT OF REVERSE CURVE BEARS SOUTH 62° 54' 13" EAST;

THENCE SOUTHERLY 349.77 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 72° 20' 52";

THENCE SOUTH 45° 15' 05" EAST 130.15 FEET, TO A TANGENT 161.00 FOOT RADIUS CURVE,

CONCAVE SOUTHWESTERLY;

THENCE 278.22 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 99° 00' 37";

THENCE SOUTH 53° 45' 32" WEST 106.21 FEET;

THENCE SOUTH 48° 41' 47" WEST 40.00 FEET;

THENCE SOUTH 41° 18' 13" EAST 28.68 FEET, TO A TANGENT 820.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY;

THENCE 93.15 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06° 30' 31"; THE END POINT HAVING A RADIAL BEARING OF SOUTH 42° 11' 16" WEST;

THENCE SOUTH 88° 38' 46" WEST 34.44 FEET;

THENCE SOUTH 45° 06' 16" WEST 3.38 FEET;

THENCE SOUTH 54° 55' 23" EAST 200.24 FEET, TO A TANGENT 143.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY;

THENCE 475.53 FEET SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 190° 31' 47", A RADIAL TO THE END POINT OF SAID CURVE BEARS SOUTH 45° 36' 24" WEST;

THENCE SOUTH 48° 14' 41" WEST 64.80 FEET, TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION INCLUDED WITHIN TRACT 21072-8, AS PER MAP RECORDED IN BOOK 231, PAGE 93 THROUGH 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

ALSO EXCEPT THAT PORTION INCLUDED WITHIN TRACT 21072-10, AS SHOWN BY MAP ON FILE IN BOOK 263, PAGES 91 THROUGH 102 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION INCLUDED WITHIN TRACT 21072-7, AS SHOWN BY MAP ON FILE IN BOOK 233, PAGES 60 THROUGH 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION INCLUDED WITH TRACT 21072-3, AS SHOWN BY MAP ON FILE IN BOOK 204, PAGES 79 THROUGH 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 150 AND 151 OF TRACT 21072-1, IN THE CITY OF MURRIETA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 189, PAGES 94 THROUGH 102, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

EACH AND ALL OF THE EASEMENTS AND RIGHTS WHICH ARE MORE PARTICULARLY DESCRIBED IN THAT CERTAIN UNRECORDED "TRUST AGREEMENT" DATED THE 10TH DAY OF FEBRUARY, 1989, BY AND BETWEEN CROWELL-DAVID DEVELOPMENT GROUP, A CALIFORNIA GENERAL PARTNERSHIP, AS THE TRUSTOR, AND GRANTEE, AS THE TRUSTEE, AS AMENDED, FROM TIME TO TIME (THE "TRUST AGREEMENT"), AND/OR IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR THE COLONY AT CALIFORNIA OAKS" RECORDED ON FEBRUARY 17, 1989, AS INSTRUMENT NO. 051341, IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS AMENDED, FROM TIME TO TIME (THE "DECLARATION").

[Note: While the Association has attempted to set forth the above legal description accurately, it is possible that some parcels were inadvertently included or excluded from the legal description above due to the large number of parcels of Property encompassed within the Community, the number of Phases annexed, the number of annexations, lot line adjustments and other recorded documents affecting the Community, the number of different developers who participated in developing portions of the Community, and the general complexity of the Community. Thus in the event an error in the above legal description is discovered, the Board reserves the right, at any time in the future, to record an amendment, without an Owner vote, to correct any such error.]

Deed	Title
947-610-071-9	947-610-071
947-610-084-1	947-610-084
	947-620-023
947-650-001-0	947-650-001
947-650-003-2	947-650-003
947-650-005-4	947-650-005
947-650-006-5	947-650-006
947-650-007-6	947-650-007
947-650-014-2	947-650-014
947-650-016-6	947-650-018
947-650-022-9	947-650-022
947-650-023-0	947-650-023
947-650-024-1	947-650-024
947-650-025-2	947-650-025
947-650-028-5	947-650-028
947-650-033-9	947-650-033
947-650-034-0	947-650-034
947-650-035-1	947-650-035
947-650-036-2	947-650-036
947-650-037-3	947-650-037
947-650-038-4	947-650-038
947-650-039-5	947-650-039
947-650-040-5	947-650-040
947-650-041-6	947-650-041
947-650-042-7	947-650-042