

Improvements to bring same into compliance with any later version of the Uniform Building Code, nor shall Declarant be liable to any party as a result of the Improvements not complying in any respect with a later adopted or enacted version of the Uniform Building Code.

ARTICLE XVII AMENDMENT

17.1 Amendment Procedures. This Declaration may be amended as follows:

17.1.1 Notwithstanding any other provisions of this Declaration, Declarant reserves the right at any time to unilaterally make certain amendments to this Declaration, including any exhibits attached hereto, to amend same to add any necessary easements and/or use rights consistent with the overall development of the Property, and to make technical corrections, correct errors or omissions, or more precisely describe the actual sizes and locations of the areas or Improvements described herein including, without limitation, such adjustments to Lot lines, Common Area boundaries and/or any other matters as necessary to accommodate minor encroachments of Improvements in, to, on, over, under, along or across any Lot or Common Area, and each Owner by acceptance of a grant deed to its Lot, acknowledges, accepts, and takes subject to the possibility of such possible adjustments. Declarant shall effect such changes by preparing or causing to be prepared, and Recording or causing to be Recorded, a declaration in a form determined by Declarant or as part of any Supplemental Declaration.

17.1.2 Notwithstanding any other provisions of this Declaration, at any time prior to the first (1st) anniversary of the Initial Sale Date, Declarant may unilaterally amend this Declaration by recording a written instrument which effects the amendment and is signed and acknowledged by Declarant. Notwithstanding any other provisions of this Declaration, at any time prior to the first (1st) anniversary of the recordation of a particular Supplemental Declaration, Declarant may unilaterally amend such Supplemental Declaration by recording a written instrument which effects the amendment and is signed and acknowledged by Declarant.

17.1.3 Notwithstanding any other provisions of this Section, for so long as Declarant owns any portion of the Covered Property, Declarant may unilaterally amend this Declaration by recording a written instrument signed by Declarant in order to conform this Declaration to the requirements of VA, DRE, FNMA, GNMA or FHLMC then in effect.

17.1.4 Until such time as there is a Class A Membership pursuant to this Declaration, amendments or modifications shall be effective when executed by Declarant and when Recorded in the Official Records. Thereafter as long as there is a Class B Membership, any amendments shall require the affirmative written consent or vote of a majority of a quorum of the voting power of the Association subject to the provisions herein regarding Declarant's rights and subject to the limitations herein. After the Class B Membership has been converted to Class A Membership, amendments to this Declaration may be enacted only by the vote or written assent of Members representing both a majority of a quorum of the voting power of the Association and a majority of a quorum of the voting power of the Association residing in Members other than the Declarant.

17.1.5 In addition to the foregoing, any amendment or modification of the Articles hereof entitled "*Covenant for Maintenance Assessments,*" "*Nonpayment of Assessments,*" "*Architectural Control,*" "*Repair and Maintenance,*" "*Destruction of Improvements*" and "*Eminent*

Domain” shall additionally require the prior written approval of not less than sixty-seven percent (67%) of a quorum of the Class A Members.

17.1.6 An amendment or modification that requires the vote and written assent of the Members as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or modification has been approved as hereinabove provided, and when Recorded in the Official Records. The notarized signature of the Members shall not be required to effectuate an amendment of this Declaration.

17.1.7 Notwithstanding the foregoing, any provisions of this Declaration, or the Articles, Bylaws or Association Rules which expressly requires the approval of a specified percentage of the voting power of the Association for action to be taken under said provision can be amended only with the affirmative vote or written assent of not less than the same percentage of the voting power of the Association.

17.1.8 Notwithstanding the foregoing, any amendment or modification which impacts any of the rights of the Declarant contained herein shall not be effective unless approved by Declarant.

17.1.9 The Association, or any Owner, may petition the County superior court for an order reducing the percentage of the affirmative votes necessary to amend this Declaration. The petition shall describe the effort that has been made to solicit approval of the Association members in the manner provided in this Declaration. The Petition shall also describe the number of affirmative and negative votes actually received, the percentage of affirmative votes required to effect the amendment in accordance with this Declaration, and other matters the petitioner considers relevant to the court’s determination. The petition shall also contain as exhibits thereto, copies of all of the following: (1) the governing documents, (2) a complete text of the amendment, (3) copies of solicitation and notice materials utilized in the solicitation of owner approvals, (4) a short explanation of the reason for the amendment, and (5) any other documentation relevant to the court’s determination.

ARTICLE XVIII

WARRANTY; CIVIL CODE SECTIONS 910-938

18.1 Warranty. It is recognized that Declarant, as part of the conveyance of Lots to Owners or Common Areas to the Association, may include an express limited warranty (“Warranty”) which will apply to the Lot and all Improvements located thereon. Notwithstanding anything contained in this Article XVIII and Article XIX of this Declaration, any and all matters covered by a Warranty shall be handled in accordance with the provisions and procedures set forth in such Warranty, including, without limitation, any alternative dispute resolution provisions contained therein. Each Owner and the Association shall be required to follow the procedures and requirements set forth in the Warranty. Any and all matters and disputes not covered by a Warranty shall be handled in accordance with the provisions and procedures set forth herein.

18.2 Election To Opt Out Of Civil Code Sections 910-938 And Not To Be Subject To An Enhanced Protection Agreement. California law, at Civil Code Sections 895 through 945.5, (the “Construction Defects Law”) provides for standards of construction and functionality relating to certain portions of the Covered Property, as well as procedures for making claims, time limits for bringing certain actions, and various other obligations of a buyer and a builder of a residence.